

**Authorized Federal Supply Service
Information Technology Schedule Pricelist
General Purpose Commercial Information Technology
Equipment, Software and Services**

SPECIAL ITEM NO. 132-8 PURCHASE OF EQUIPMENT
FSC CLASS 7010 – SYSTEM CONFIGURATION
FSC CLASS 7025 – INPUT/OUTPUT AND STORAGE DEVICES
FSC CLASS 7035 – ADP SUPPORT EQUIPMENT
FSC CLASS 7050 – ADP COMPONENTS

NOTE: Installation must be incidental to, in conjunction with and in direct support of the products sold under SIN 132-8 of this contract and cannot be purchased separately. If the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act apply. In applying the Davis-Bacon Act, ordering activities are required to incorporate wage rate determinations into orders, as applicable.

SPECIAL ITEM NO. 132-12 MAINTENANCE, REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS (FPDS CODE J070)

SPECIAL ITEM NO. 132-32 TERM SOFTWARE LICENSES
FSC CLASS 7030 – INFORMATION TECHNOLOGY SOFTWARE

NOTE: Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

SPECIAL ITEM NO. 132-33 PERPETUAL SOFTWARE LICENSES
FSC CLASS 7030 – INFORMATION TECHNOLOGY SOFTWARE

NOTE: Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

SPECIAL ITEM NO. 132-34 MAINTENANCE OF SOFTWARE

SPECIAL ITEM NO. 132-51 INFORMATION TECHNOLOGY PROFESSIONAL SERVICES
FPDS CODE D301 – IT Facility Operation and Maintenance
FPDS CODE D302 – IT Systems Development Services
FPDS CODE D306 – IT Systems Analysis Services
FPDS CODE D307 – Automated Information Systems Design and Integration Services
FPDS CODE D308 – Programming Services
FPDS CODE D310 – IT Backup and Security Services
FPDS CODE D311 – IT Data Conversion Services
FPDS CODE D316 – IT Network Management Services

FPDS CODE D317 – Creation/Retrieval of IT Related Automated News Services, Data Services, or Other Information Services (All other information services belong under Schedule 76)

FPDS CODE D399 – Other Information Technology Services, Not Elsewhere Classified

Note 1: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

Note 2: Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

Note 3: This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performed by the publisher or manufacturer or one of their authorized agents.

Commercial Data Systems, Inc.

50 S. Beretania Street, Suite C208-B, Honolulu, HI 96813-2222
Telephone: (800) 527-2970 • FAX: (808) 527-2030 • <http://www.cdsinc.com>

Contract No: GS-35F-0322M

Contract Period: March 1, 2002 – February 29, 2012

General Services Administration

Federal Supply Service

Price List Current through

Administrative Modification #A112, dated 2/17/2011

Product Modification # PO-0195, dated 4/27/2011

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! at <http://www.gsaadvantage.gov>.

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Information for Ordering Agencies

SPECIAL NOTICE TO AGENCIES:

Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Supply Schedules Program. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage! TM on-line shopping service. The catalogs/pricelists, GSA Advantage! TM and the Federal Supply Service Home Page (www.fss.gsa.gov) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. GEOGRAPHIC SCOPE OF CONTRACT

The Geographic Scope of Contract will be domestic and overseas delivery.

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside the 48 contiguous states, Washington DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Orders from state and local government entities are authorized through both the Cooperative Purchasing and Disaster Recovery Programs.

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION

Ordering Information:

Commercial Data Systems, Inc.
50 S. Beretania Street, Suite C208-B
Honolulu, HI 96813

Toll Free #: (800) 527-2970
FAX Mainland: (505) 314-4010
FAX PACRIM: (808) 527-2030
Email: gsasales@cdsinc.com
Internet: <http://www.cdsinc.com>

Payment Address:

Payment Via Wire Transfer:

Commercial Data Systems
Hawaii National Bank
Account Number 12000132
Routing Number 121301772

Payment Via Check/U.S. Mail:

Commercial Data Systems
50 S. Beretania Street, Suite C-208B
Honolulu, HI 96813

Contractors are required to accept the Government purchase card for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Government purchase cards will be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

When Authorized Dealers are allowed by the Contractor to bill ordering activities and accept payment, the order and/or payment must be in the name of the Contractor, in care of the Authorized Dealer.

Technical and Ordering Assistance:

The following telephone numbers can be used by ordering agencies to obtain technical and/or ordering assistance:

CDS technical support is available 8AM to 5PM HST, Monday through Friday, at

1.808.441.3000

or email us at

support@cdsinc.com

3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the contractor.

4. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279

Block 9: G. Order/Modification Under Federal Schedule

Block 16: Data Universal Numbering System (DUNS) Number: 17-869-9799

Block 30: Type of Contractor - A. Small Disadvantaged Business

Block 31: Woman-Owned Small Business - No

Block 36: Contractor's Taxpayer Identification Number (TIN) 99-0247359

4a. CAGE Code: 1FPV5

4b. Contractor has registered with the Central Contractor Registration Database.

5. FOB POINT

Destination – Domestic delivery

Origin – Overseas delivery

The Government may, at its option, elect to ship by Air Freight directly from Commercial Data Systems and the Government will pay all associated charges. Air Freight charges are on an "open market" basis only.

6. DELIVERY SCHEDULE

a. Time of Delivery. The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO) as set forth below.

Item or Groups of Items (SIN or Nomenclature)	Delivery Time (Days ARO)
132-8	5-30
132-32 and 132-33	30
132-51	As Negotiated between the ordering activity and CDS

Overnight, Two-Day, and Expedited Delivery. Commercial Data Systems cannot predict the immediate availability of any item offered herein. However, any Government request for expedited service will be given immediate consideration and

handled on a case-by-case basis. Extra shipping charges may apply.

b. Urgent Requirements: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

7. DISCOUNTS: Prices shown are NET Prices; Basic Discounts have been deducted.

- a. Prompt Payment 1% 10 Days, Net 30 Days
- b. Quantity None.
- c. Dollar Volume None
- d. Government Educational Institutions Same discounts as all other Government customers.

8. TRADE AGREEMENTS ACT OF 1979, AS AMENDED:

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING

Not available within the scope of this contract.

10. SMALL REQUIREMENTS:

The minimum dollar value of orders to be issued is \$500.00.

11. MAXIMUM ORDER: (All dollar amounts are exclusive of any discount for prompt payment.)

- a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:
 - SIN 132-8 - Purchase of Equipment
 - SIN 132-12 - Maintenance of Equipment
 - SIN 132-32 - Term Software Licenses
 - SIN 132-33 - Perpetual Software Licenses
 - SIN 132-34 - Maintenance of Software
 - SIN 132-51 - Information Technology (IT) Professional Services

12. ORDERING PROCEDURES FOR FEDERAL SUPPLY CONTRACTS

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

- a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
- b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS:

Federal departments and agencies acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):

Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS):

Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Supply Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301) 975-2833.

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2001)

- (a) **Security Clearances:** The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) **Travel:** The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. The Industrial Funding Fee does NOT apply to travel and per diem charges.

NOTE: Refer to FAR Part 31.205-46 Travel Costs, for allowable costs that pertain to official company business travel in regards to this contract.

- (c) **Certifications, Licenses and Accreditations:** As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such certifications, licenses

and accreditations should be factored into the price offered under the Multiple Award Schedule program.

- (d) **Insurance:** As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) **Personnel:** The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) **Organizational Conflicts of Interest:** Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) **Documentation/Standards:** The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) **Data/Deliverable Requirements:** Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) **Government-Furnished Property:** As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) **Availability of Funds:** Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES:

Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (1) Termination for the ordering activity's convenience, and (m) Termination for Cause (See C.1.)

16. GSA Advantage!

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. *GSA Advantage!* will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! By accessing the Internet World Wide Web utilizing a browser (ex. Netscape). The Internet address is <http://www.gsaadvantage.gov/>.

17. PURCHASE OF OPEN MARKET ITEMS.

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract.

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if**-

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and

- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.401(d).

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS.

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

- (1) Time of delivery/installation quotations for individual orders;
- (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
- (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

19. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

None

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. BLANKET PURCHASE AGREEMENTS (BPAs).

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

21. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8.

23. SECTION 508 COMPLIANCE

If applicable, Section 508 compliance information on the supplies and services in this contract are

available in Electronic and Information Technology (EIT) at each vendor's home page.

The EIT standard can be found at:
www.Section508.gov/.

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

- (a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and
- (b) The following statement:

This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms of this order and those of your Federal Supply Schedule contract, the latter will govern.

25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)

- (a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—
 - (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
 - (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY.

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

27. ADVANCE PAYMENTS

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324).

Terms and Conditions
Applicable to Purchase of General Purpose
Commercial Information Technology
Equipment (132-8)

1. MATERIAL AND WORKMANSHIP

All equipment furnished hereunder must satisfactorily perform the function for which it is intended.

2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order.

For credit card orders and BPAs, telephone orders are permissible.

3. TRANSPORTATION OF EQUIPMENT

FOB DESTINATION. Prices cover equipment delivery to destination, for any location within the geographic scope of this contract.

4. INSTALLATION AND TECHNICAL SERVICES

a. **INSTALLATION.** When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment. The charges, if any, for such services are listed below, or in the price schedule:

See Price Schedule

b. **INSTALLATION, DEINSTALLATION, REINSTALLATION.** The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public

work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8.

c. **OPERATING AND MAINTENANCE MANUALS.** The Contractor shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.

5. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any equipment that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming equipment at no increase in contract price. The ordering activity must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

6. WARRANTY

a. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract.

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. **Limitation of Liability.** Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows:

32910 Alvarado Niles Road, Suite 140
Union City, CA 94587

7. PURCHASE PRICE FOR ORDERED EQUIPMENT

The purchase price that the ordering activity will be charged will be the ordering activity purchase price in effect at the time of order placement, or the ordering activity purchase price in effect on the installation date (or delivery date when installation is not applicable), whichever is less.

8. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT

When an ordering activity determines that Information Technology equipment will be replaced, the ordering activity shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).

**Terms and Conditions Applicable to
Maintenance, Repair Service and Repair
Parts/Spare Parts for Ordering Activity-Owned
General Purpose Commercial Information
Technology Equipment (After Expiration of
Guarantee/Warranty Provisions and/or When
Required Service is not Covered by
Guarantee/Warranty Provisions) and for Leased
Equipment (Special Item 132-12)**

and such other expenses as are necessary to keep the equipment in good operating condition, provided that the required repairs are not occasioned by fault or negligence of the ordering activity.

1. SERVICE AREAS

a. The service rates listed herein are applicable to any ordering activity location within the scope of this contract.

b. Shark Rack offers a 365 day warranty for all Shark Rack, Inc. products. If the materials are found to be defective in anyway, Shark Rack, Inc. will replace the product at any time during the first 365 days at no cost to the ordering activity. Warranty services will be performed at the Contractor's plant(s) listed below:
32910 Alvarado Niles Road, Suite 140
Union City, CA 94587

2. LOSS OR DAMAGE

When the Contractor removes equipment to his establishment for repairs, the Contractor shall be responsible for any damage or loss, from the time the equipment is removed from the ordering activity installation, until the equipment is returned to such installation.

3. SCOPE

a. The Contractor shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of this Information Technology Schedule.

**4. RESPONSIBILITIES OF THE ORDERING
ACTIVITY**

a. Ordering activity personnel shall not perform maintenance or attempt repairs to equipment while such equipment is under the purview of a maintenance order, unless agreed to by the Contractor.

b. Subject to security regulations, the ordering activity shall permit access to the equipment which is to be maintained or repaired.

5. WARRANTY PROVISIONS

a. During the warranty period, the Contractor shall bear all costs of maintenance, including labor, parts,

**Terms and Conditions Applicable to Term
Software Licenses (Special Item 132-32),
Perpetual Software License (Special Item 132-33)
and Maintenance (Special Item 132-34) of
General Purpose Commercial
Information Technology Software**

1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. GUARANTEE/WARRANTY

- a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.
- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. **Limitation of Liability.** Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

3. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number (505) 314-4011 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 9:00 a.m. to 5:00 p.m. EST, Monday through Friday.

4. SOFTWARE MAINTENANCE

- a. Software maintenance offerings are listed within each manufacturers listing of products
- b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). **PROMPT PAYMENT DISCOUNT, IF**

APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

5. PERIODS OF TERM LICENSES (132-32) AND MAINTENANCE (132-34)

- a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.
- b. Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.
- c. **Annual Funding.** When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.
- d. **Cross-Year Funding Within Contract Period.** Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

- a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.
- b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.

c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.

d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to 0% of all term license payments during the period that the software was under a term license within the ordering activity.

7. TERM LICENSE CESSATION

a. After a software product has been on a continuous term license for a period of (Not Applicable) months, a fully paid up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.

b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number I32 34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

6. UTILIZATION LIMITATIONS - (132-33, AND 132-34)

a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:

- (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
- (2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division,

command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

- (3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.
- (4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of disaster recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup

purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

- (5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

9. SOFTWARE CONVERSIONS – (132-32 AND 132-33)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license (132 33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license (132 32), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

11. RIGHT-TO-COPY PRICING

The Contractor shall insert the discounted pricing for right-to-copy licenses, when applicable.

**Terms and Conditions Applicable to
Information Technology (IT) Professional
Services (Special Item 132-51)**

1. SCOPE

a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Services within the scope of this Information Technology Schedule.

b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES

a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract in accordance with this clause.

b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.

c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

**3. ORDERING PROCEDURES FOR SERVICES
(REQUIRING A STATEMENT OF WORK)
(G-FCI-920) (MAR 2003)**

FAR 8.402 contemplates that GSA may occasionally find it necessary to establish special ordering procedures for individual Federal Supply Schedules or for some Special Item Numbers (SINs) within a Schedule. GSA has established special ordering procedures for services that require a Statement of Work. These special ordering procedures take precedence over the procedures in FAR 8.404 (b)(2) through (b)(3).

When ordering services over \$100,000, Department of Defense (DOD) ordering offices and non-DOD agencies placing orders on behalf of the DOD must follow the policies and procedures in the Defense Federal Acquisition Regulation Supplement (DFARS) 208.404-70 – Additional ordering procedures for services. When DFARS 208.404-70 is applicable and there is a conflict between the

ordering procedures contained in this clause and the additional ordering procedures for services in DFARS 208.404-70, the DFARS procedures take precedence.

GSA has determined that the prices for services contained in the contractor's price list applicable to this Schedule are fair and reasonable. However, the ordering activity using this contract is responsible for considering the level of effort and mix of labor proposed to perform a specific task being ordered and for making a determination that the total firm-fixed price or ceiling price is fair and reasonable.

(a) When ordering services, ordering activities shall—

(1) Prepare a Request (Request for Quote or other communication tool):

(i) A statement of work (a performance-based statement of work is preferred) that outlines, at a minimum, the work to be performed, location of work, period of performance, deliverable schedule, applicable standards, acceptance criteria, and any special requirements (i.e., security clearances, travel, special knowledge, etc.) should be prepared.

(ii) The request should include the statement of work and request the contractors to submit either a firm-fixed price or a ceiling price to provide the services outlined in the statement of work. A firm-fixed price order shall be requested, unless the ordering activity makes a determination that it is not possible at the time of placing the order to estimate accurately the extent or duration of the work or to anticipate cost with any reasonable degree of confidence. When such a determination is made, a labor hour or time-and-materials proposal may be requested. The firm-fixed price shall be based on the rates in the schedule contract and shall consider the mix of labor categories and level of effort required to perform the services described in the statement of work. The firm-fixed price of the order should also include any travel costs or other incidental costs related to performance of the services ordered, unless the order provides for reimbursement of travel costs at the rates provided in the Federal Travel or Joint Travel Regulations. A ceiling price must be established for labor-hour and time-and-materials orders.

(iii) The request may ask the contractors, if necessary or appropriate, to submit a project plan for performing the task, and information on the contractor's experience and/or past performance performing similar tasks.

(iv) The request shall notify the contractors what basis will be used for selecting the contractor to receive the order. The notice shall include the basis for determining whether the contractors are technically qualified and provide an explanation regarding the intended use of any experience and/or past performance information in determining technical qualification of responses. If consideration will be limited to schedule contractors who are small business concerns as permitted by paragraph (2) below, the request shall notify the contractors that will be the case.

(2) Transmit the Request to Contractors:

Based upon an initial evaluation of catalogs and price lists, the ordering activity should identify the contractors that appear to offer the best value (considering the scope of services offered, pricing and other factors such as contractors' locations, as appropriate) and transmit the request as follows:

NOTE: When buying IT professional services under SIN 132—51 ONLY, the ordering office, at its discretion, may limit consideration to those schedule contractors that are small business concerns. This limitation is not applicable when buying supplies and/or services under other SINS as well as SIN 132-51. The limitation may only be used when at least three (3) small businesses that appear to offer services that will meet the agency's needs are available, if the order is estimated to exceed the micro-purchase threshold.

(i) The request should be provided to at least three (3) contractors if the proposed order is estimated to exceed the micro-purchase threshold, but not exceed the maximum order threshold.

(ii) For proposed orders exceeding the maximum order threshold, the request should be provided to additional contractors that offer services that will meet the ordering activity's needs.

(iii) In addition, the request shall be provided to any contractor who specifically requests a copy of the request for the proposed order.

(iv) Ordering activities should strive to minimize the contractors' costs associated with responding to requests for quotes for specific orders. Requests should be tailored to the minimum level necessary for adequate evaluation and selection for order placement. Oral presentations should be considered, when possible.

(3) Evaluate Responses and Select the Contractor to Receive the Order:

After responses have been evaluated against the factors identified in the request, the order should be placed with the schedule contractor that represents the best value. (See FAR 8.404)

(b) The establishment of Federal Supply Schedule Blanket Purchase Agreements (BPAs) for recurring services is permitted when the procedures outlined herein are followed. All BPAs for services must define the services that may be ordered under the BPA, along with delivery or performance time frames, billing procedures, etc. The potential volume of orders under BPAs, regardless of the size of individual orders, may offer the ordering activity the opportunity to secure volume discounts. When establishing BPAs, ordering activities shall—

(1) Inform contractors in the request (based on the ordering activity's requirement) if a single BPA or multiple BPAs will be established, and indicate the basis that will be used for selecting the contractors to be awarded the BPAs.

(i) SINGLE BPA: Generally, a single BPA should be established when the ordering activity can define the tasks to be ordered under the BPA and establish a firm-fixed price or ceiling price for individual tasks or services to be ordered. When this occurs, authorized users may place the order directly under the established BPA when the need for service arises. The schedule contractor that represents the best value should be awarded the BPA. (See FAR 8.404)

(ii) MULTIPLE BPAs: When the ordering activity determines multiple

BPA's are needed to meet its requirements, the ordering activity should determine which contractors can meet any technical qualifications before establishing the BPA's. When establishing the BPA's, the procedures in (a)(2) above must be followed. The procedures at (a)(2) do not apply to orders issued under multiple BPA's. Authorized users must transmit the request for quote for an order to all BPA holders and then place the order with the Schedule contractor that represents the best value.

(2) Review BPA's Periodically: Such reviews shall be conducted at least annually. The purpose of the review is to determine whether the BPA still represents the best value. (See FAR 8.404)

- (c) The ordering activity should give preference to small business concerns when two or more contractors can provide the services at the same firm-fixed price or ceiling price.
- (d) When the ordering activity's requirement involves both products as well as executive, administrative and/or professional, services, the ordering activity should total the prices for the products and the firm-fixed price for the services and select the contractor that represents the best value. (See FAR 8.404)
- (e) The ordering activity, at a minimum, should document orders by identifying the contractor from which the services were purchased, the services purchased, and the amount paid. If other than a firm-fixed price order is placed, such documentation should include the basis for the determination to use a labor-hour or time-and-materials order. For ordering activity requirements in excess of the micro-purchase threshold, the order file should document the evaluation of Schedule contractors' quotes that formed the basis for the selection of the contractor that received the order and the rationale for any trade-offs made in making the selection.

4. ORDER

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect

until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.

- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

5. PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

6. STOP-WORK ORDER (FAR 52.242-15)(AUG 1989)

- a. The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either –

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Default, or the

Termination for Convenience of the Government, clause of this contract.

b. If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if –

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

c. If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

d. If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

7. INSPECTION OF SERVICES

The Inspection of Services-Fixed Price (AUG 1996) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection-Time-and-Materials and Labor-Hour (JAN 1986) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

8. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 Rights in Data – General, may apply.

9. RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT Services.

10. INDEPENDENT CONTRACTOR

All IT Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

11. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

"Contractor" means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

"Contractor and its affiliates" and "Contractor or its affiliates" refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An "Organizational conflict of interest" exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor's or its affiliates' objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

12. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

Assists in planning work efforts, ensuring that schedules and budgets are appropriate for accomplishment of project objectives. May direct the work efforts of other consultants and administrative staff. Some interface with customers in providing consultative advice in areas of expertise. Typically works as part of project team, with technical and managerial guidance provided; may be required to work independently.

13. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), Alternate I (APR 1984) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), Alternate II (DEC 2002) applies to labor-hour orders placed under this contract.

Job Specifications

Bachelor's Degree or equivalent in a related field and 4 years of general experience. Four (4) years of general experience is equivalent to a Bachelor's Degree.

14. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

15. INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

16. APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

17. DESCRIPTION OF IT SERVICES AND PRICING

ON-SITE HOURLY CONSULTING \$181.36/hr

Participates in the planning, organizing, management and performance of work associated with one or more tasks or sub-tasks within the relevant subject matter domain of the project and the consultant's practice area. Contributes substantially in the performance of project activities and the preparation of work products. Ensures that the methods, tools and techniques applied in performance of the work reflect the state of the art. Monitors the overall quality of work products, ensuring that products meet quality standards.

Appendix 1

USA Commitment to Promote Small Business Participation Procurement Programs

Preamble

CDS provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

Commitment

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact Naomi Lorenzo, (808) 527-2032, fax: (808) 527-2020, naomi@cdsinc.com.

Appendix 2

**BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE
(Insert Customer Name)**

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and Commercial Data Systems, Inc. enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) GS-35F-0322M.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the **ordering activity that works better and costs less.**

Signatures

Ordering Activity

DATE

CONTRACTOR

DATE

BPA NUMBER _____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) GS-35F-0322M, Blanket Purchase Agreements, Anteon Corporation agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (Ordering Activity):

(1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER***SPECIAL BPA DISCOUNT/PRICE**_____

(2) Delivery:

DESTINATION**DELIVERY SCHEDULE/DATES**_____

(3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.

(4) This BPA does not obligate any funds.

(5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.

(6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE**POINT OF CONTACT**_____

(7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

(8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (a) Name of Contractor;
 - (b) Contract Number;
 - (c) BPA Number;
 - (d) Model Number or National Stock Number (NSN);
 - (e) Purchase Order Number;
 - (f) Date of Purchase;
 - (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
 - (h) Date of Shipment.
- (9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.
- (10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

Appendix 3

BASIC GUIDELINES FOR USING “CONTRACTOR TEAM ARRANGEMENTS”

Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions or the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers needs, or
- Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer’s requirement.
- Customers make a best value selection.

Appendix 4

Pricelist Information

Warranty Codes

0	No warranty
A	30 days
B	60 days
C	90 days
D	6 months
E	1 year
F	1 year with labor
G	2 years
H	2 years with labor
J	3 years
K	5 years
L	7 years
M	Lifetime
N	18 months
O	13 months
Q	10 years
R	15 years
S	Standard Commercial

Environmental Codes

J	Item meets Energy Star office equipment specifications
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Special Codes

*	Only 1 per CPU based on contractual obligations
+	May only be acquired with a CPU
#	Must be installed prior to acceptance

Appendix 5

List of Participating Dealers

None

Appendix 6

SUN MAINTENANCE SERVICES

SERVICES:
SIN 132-12 Hardware Maintenance & Repair
SIN 132-34 Software Maintenance

Sun Services Overview

Sun Services offers a complete line of services, including system support, consulting, educational services and self-maintenance programs.

SUNSPECTRUMSM SUPPORT:

SunSpectrum Support offers a complete range of flexible service solutions that covers system and interoperability support. An overview of each program, the Software Only Support Program and the Hardware Only Support Program, is given below, followed by a table with a more complete feature listing on page 33.

SunSpectrum Platinum Support (Mission Critical), our premier service offering, is for enterprises that demand maximum system coverage. Designed to support mission-critical server solutions, this custom-care offering focuses on 24/7 rapid response year-round technical service planning and failure prevention.

SunSpectrum Gold Support (Business-Critical) is for customers who need personalized service to help manage key business systems. It combines proactive service with outstanding responsiveness to technical issues.

SunSpectrum Silver Support (Basic) provides basic hardware and software support services for customers wishing to take advantage of Sun's industry-leading expertise. It includes basic telephone and online support, on-site hardware service and access to new software releases.

SunSpectrum Bronze Support (Self-Maintenance) is a highly affordable support solution for self-sufficient customers who primarily need back-up assistance and parts replacement.

Hardware Only is available solely to the Federal Government. It includes basic hardware telephone and on-site support for the Government customer that does not require software support.

Software Only Support is being replaced by Sun Software Support Services. For more information see the Sun Software Standard & Premium Support Section.

SUNCLIENTSM SUPPORT

SunClient support provides two hardware support offerings for JavaStations and non-critical workstations plus a software technical support option.

SunClient Maintenance - Provides next-business-day on-site hardware response.

SunClient Central Maintenance - Provides second-business-day response once five failed units have been collected in a central location.

SunClient Software Technical Support Option - Is for software running on Solaris workstations.

INSTALLATION and START-UP:

Installation Services provide the installation and implementation assistance required to achieve a smooth and successful start-up for an agency's client-server environment.

SUN PROFESSIONAL SERVICES

Information Technology Consulting Services - Helps the government customer develop a distributed computing architecture and enhance their existing IT infrastructures.

System Integration Services - Designs, develops, and deploys a full application-ready distributed computing platform and integrates it into the agency's existing IT Infrastructures.

Internet and Intranet Planning and Integration - Helps create and implement internet/intranet solutions including application architecture, web server installation and configuration, integration with MIS applications, security and network management, baseline hardware/software integration, hot staging, system development, and more.

Third-Party Product Purchasing - Provides customers with a single source for product purchasing.

SUN EDUCATIONAL SERVICES

Sun Services is the world leader for UNIX® training, with more than 100 facilities in 30 countries, training over 45,000 students per year.

Courses are offered for the end user, system administrator, hardware maintainer, applications programmer, systems programmer, and graphics programmer.

In addition to scheduled lecture and lab training, Sun Educational Services also offers on-site and dedicated training as well as video-based training.

Sun Product Warranty

Warranty Definition

Product warranties may vary depending on the specific Sun products purchased. Equipment is warranted to be free from defects in workmanship or material for the applicable warranty period. Software is warranted to conform to published specifications for a period of ninety (90) days from the date of delivery. Sun does not warrant that (1) operation of any software will be uninterrupted or error-free, or (2) that functions contained in the software will operate in combinations that may be selected for use by the licensee or meet the licensee's requirements. These warranties extend only to the government customer as an original purchaser.

The government customer's exclusive remedy and Sun Services' entire liability under these warranties will be (1) with respect to equipment, the repair or, at Sun Services' option, replacement and (2) with respect to software, using reasonable efforts to correct such software as soon as possible after licensee has notified Sun of such non-conformance. If such repair, replacement, or correction is not reasonably achievable, Sun will refund the purchase price or license fee. Unless the government customer has executed an on-site service agreement, repair or replacement of equipment will be undertaken at a service location authorized by Sun.

All software customization is provided "AS IS" without a warranty of any kind.

No Sun warranty shall apply to any product that is modified without Sun's written consent, or which has been misused, altered, repaired, or used with equipment or software not supplied by Sun.

Sun reserves the right to change these warranties at any time upon notice and without liability to the customer or any third party.

EXCEPT AS SPECIFIED HEREIN, ALL EXPRESSED OR IMPLIED REPRESENTATIONS AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, ARE HEREBY DISCLAIMED.

Warranty Services Provided

1. Confirmation of Warranty Service Request
 - Warranty service response begins at time of the initial service request, during business hours.
 - Reasonable efforts will be made to respond to and acknowledge requests within eight (8) business hours.
2. Software Installation Support Response and Delivery Method (Media/Phone)
 - A reasonable effort to respond with a fault diagnosis and to initiate a resolution within eight (8) business hours.
 - An explanation or clarification of Sun documentation regarding installation and configuration of Sun products.
 - Replacement of 1) defective media; 2) missing or unusable documentation; or 3) software license certificates.
3. Hardware Repair Response and Delivery Method for Return-to-Sun Distribution Center (RTS-DC)
 - A reasonable effort to deliver a repaired or replacement part within fifteen (15) business days.
 - Fault isolation to the defective part, Sun field-replacement unit (FRU) or customer replaceable unit (CRU).
 - An option to return the entire system or customer-replacement unit (CRU) to a designated Sun repair location if it is determined by Sun that the hardware malfunction cannot be diagnosed over the telephone. At the time the customer will be provided with an estimated time to repair the unit.
 - Parts-only services are available for some products (On-Site labor and travel charges may apply).
4. Hardware Repair Response and Delivery Method for On-Site Services (Onsite)
 - Warranty repair services will be performed by Sun-authorized service personnel at the customer site.
 - Product installation and onsite services are provided by Sun for some products (varies by product and location).
 - A reasonable effort to respond within the repair response timeframe (varies by product). This is 4, 8, or 24 business hours for Same Day, Next Day, and Second Day onsite services, respectively (unless stated otherwise).

Eligibility/Entitlement

- Warranty deliverables are valid within the United States only.
- These warranties extend only to the customer as an original purchaser from Sun Microsystems.
- Sun will provide customers with warranty services, upon verification of warranty eligibility.

Service Availability

- The warranty period begins upon system installation, or 90 days after shipment, whichever is sooner.
- Business hours are 8:00 A.M. to 5:00 P.M., local time, Monday through Friday, (excluding Sun holidays).
- Service delivery method for warranty services may vary depending on product, purchase site and installation site.

Service Options

- The product warranty can be uplifted to higher service levels through SunSpectrum support programs.
- Enhanced services may be available through the SpectrumPac program or as a separate product option.

Note: For Global Product Warranty and Warranty Terms and Conditions, see Websites at:

<http://www.sun.com/service/support/warranty/features.html>

<http://www.sun.com/service/support/warranty/terms.html#duration>

Sun Product Warranty Sun Product¹	Repair Support	Install Support	Call-Back Response	Repair Response	Delivery Method	Install Method
Internet Appliances						
Sun Ray TM 1 Enterprise Appliance	5 years	90 days	8 hrs.	15 Day Parts Exchange	RTS-DC	
Sun Ray 100/150 Enterprise Appliance ¹³	3 years	90 days	8 hrs.	15 Day Parts Exchange	RTS-DC	CI
Blade Servers						
Sun Fire B1600	1 year	90 days	8 hrs.	Extended Business Hours – 4-hour Response Time	Onsite ²	CI
Sun Fire B100 Blades	1 year	90 days	8 hrs.	15 Day Parts Exchange	RTS-DC	CI
Workstations						
Sun Ultra 5 and 10 Systems	1 year	90 days	8 hrs.	Next Business Day	Onsite ²	CI
Sun Ultra 2, 60, 80, Sun Blade 100, 150, 1000, and 2000	1 year	90 days	8 hrs.	Next Business Day	Onsite ²	CI
Workgroup Servers						
Sun Enterprise 220R, 250, 420R, 450, HPC 450, E250 as an SSP	3 years	90 days	8 hrs.	2nd Business Day	Onsite ²	CI
Sun Ultra 2 Server	1 year	90 days	8 hrs.	Next Business Day	Onsite ²	CI
Sun Ultra 5, 10 Server	1 year	90 days	8 hrs.	Next Business Day	Onsite ²	CI
Sun Fire V100	1 year	90 days	8 hrs.	15 Day Parts Exchange	RTS-DC	CI
Sun Fire 280R, 250, Sun Fire V880, V480	3 years	90 days	8 hrs.	2nd Business Day	Onsite ²	CI
Linux-based Sun Cobalt LX50	3 years	90 days	8 hrs.	15 Day Parts Exchange	RTS-DC	CI
Midframe Servers¹⁴						
Sun Fire 3800, 4800, 4810 ¹⁵	1 year	90 days	8-8 M-F ¹⁹	Same Business Day	Onsite ²	SI
Sun Fire 6800 ¹⁶	1 year	90 days	7X24 ¹⁹	Same Day, 7 X 24	Onsite ²	SI
Sun Fire Link for 6800, F12K, F15K, and Sun Fire Switch	1 year	90 days	7X24 ¹⁹	Same Day, 7 X 24	Onsite ²	SI
Data Center Servers						
Sun Fire V1280	1 year	90 days	8 hrs.	Next Business Day	Onsite ²	CI
Enterprise Servers						
Sun Enterprise 3500, 4500 Systems, HPC 3500, HPC 4500	1 year	90 days ³	4 hrs.	Same Business Day 7x24 Phone Support	Onsite ²	SI
Sun Enterprise 5500, 6500 Systems, HPC 5500, HPC 6500	1 year	90 days ⁴	4 hrs.	Same Business Day 7x24 Phone Support	Onsite ²	SI
Sun Enterprise 10000 Systems, HPC 10000	1 year	1 year ⁵	4 hrs.	Same Business Day	Onsite ²	SI
Sun Fire F15K ¹⁶ , Sun Fire F12K	1 year	90 days	7X24/4 hrs. ¹⁹	7 X 24/4 hrs.	Onsite ²	SI
Cobalt Appliances						
Qube, RaQ	1 year	90 days	8 hrs.	15 Day Parts Exchange	RTS-DC	CI
Netra Products						
Sun Netra st, D130, A1000, D1000; Netra ct 400 & 800	1 year	90 days	8 hrs.	15 Day Parts Exchange	RTS-DC	CI
Sun Netra t 1, 1120, 1125, ft 1800 Telco Servers, Netra t 1400/1405, Netra t1 AC200/DC200, Netra X1, Netra 20, Sun Fire V120, Sun	1 year	90 days	8 hrs.	15 Day Parts Exchange	RTS-DC	CI

Fire V100, Netra 120						
Netra 1280	1 year	90 days	8 hrs.	Next Business Day	Onsite ²	CI
Sun Dual Netra t1 AC200 as SSP for E10000 ¹⁷	1 year	1 year	4 hrs.	Same Business Day	Onsite ²	SI
Network Storage						
Sun StorEdge A1000, A3500, A5X00, A5x00 Rackmount, A5x00, D240, D240 Media Tray	2 years	90 days	8 hrs.	Yr 1 2nd Business Day Yr 2 15 Day Parts Exch	Onsite ² RTS-DC	CI
Sun StorEdge A7000	2 years	90 days ⁶	8 hrs.	Next Business Day	Onsite ²	SI
Sun StorEdge D1000	2 years	90 days	8 hrs.	Yr 1 2nd Business Day Yr 2 15 Day Parts Exch	Onsite ² RTS-DC	CI
Sun StorEdge D2000, D2000, 3310 Storage Array	2 years	90 days	8 hrs.	Yr 1 2nd Business Day Yr 2 15 Day Parts Exch	Onsite ² RTS-DC	CI
Sun StorEdge L 280 Tape Loader, L400 Tape Loader	2 years	90 days	8 hrs.	15 Day Parts Exchange	RTS-DC	CI
Sun StorEdge L8 Tape Autoloader	1 year	90 days	8 hrs.	15 Day Parts Exchange	RTS-DC	CI
Sun StorEdge L9	1 year	90 days	8 hrs.	Next Business Day	Onsite ²	CI
Sun StorEdge 3310	2 years	90 days	8 hrs.	Yr 1 2nd Business Day Yr 2 15 Day Parts Exch	Onsite ² RTS-DC	CI
Sun StorEdge 3310 NAS Array	2 years	90 days	8 hrs.	Yr 1 2nd Business Day Yr 2 15 Day Parts Exch	Onsite ² RTS-DC	CI
Sun StorEdge 3510	2 years	90 days	8 hrs.	Yr 1 2nd Business Day Yr 2 15 Day Parts Exch	Onsite ² RTS-DC	CI
Sun StorEdge 3910, 3960, 6910, 6960, 3900/6900 Exp Rack	2 years	90 days	8 hrs.	Extended Business Hours – 4-hour Response Time	Onsite ²	CI
Sun StorEdge 9840 for L180 & L700 Tape Libraries	1 year	90 days	8 hrs.	15 Day Parts Exch	Onsite ²	SI
Sun StorEdge 9840B Fibre Channel Drive for L180/L700	1 year	90 days	8 hrs.	15 Day Parts Exch	Onsite ²	SI
Sun StorEdge LTO-Fibre Channel Drive for L180/L700	1 year	90 days	8 hrs.	15 Day Parts Exch	RTS-DC	SI
Sun StorEdge 9980, 9970, 9960, 9910 systems ¹⁸	3 years	90 days	4 hrs.	Same Business Day 7x24 Phone Support	4-Hr. Onsite ² 7X24	SI ¹⁸
Sun StorEdge DLT7000-based L20 TapeLoader, L40 and 60 Library	2 years	90 days	8 hrs.	Yr 1 2nd Business Day Yr 2 15 Day Parts Exch	Onsite ² RTS-DC	CI 40&60/SI
Sun StorEdge DLT 8000 L20, 40, 60 Library	1 year	90 days	8 hrs.	Next Business Day	Onsite ²	20/CI 40&60/SI
Sun StorEdge LTO-based L20, 40, 60 Tape Library	1 year	90 days	8 hrs.	Next Business Day	Onsite ²	20/CI 40&60/SI
Sun StorEdge SDLT320 for L25/L100	1 year	90 days	8 hrs.	Next Business Day	Onsite	SI
Sun StorEdge SDLT320 for L180/L700	1 year	90 days	8 hrs.	15 Day Parts Exchange	Onsite	SI
Sun StorEdge Dual 16 - Port Switch, Sun StorEdge 2 Gb Single 16 - Port Switch	2 years	90 days	4 hrs.	Same Business Day	Onsite ²	CI
Sun StorEdge L180, base unit & drives	1 year	90 days	8 hrs.	15 Day Parts Exchange	RTS-DC	SI
Sun StorEdge L700 Tape Library	1 year	90 days ⁷	8 hrs.	15 Day Parts Exchange	RTS-DC	SI
Sun StorEdge L1000	1 year	N/A	8 hrs.	Next Business Day	Onsite ²	CI

Sun StorEdge L1800, L3500, D240	2 years	90 days	8 hrs.	Yr 1 2nd Business Day Yr 2 15 Day Parts Exch	Onsite ² RTS-DC	CI
Sun StorEdge L6000 Tape Library	1 year	90 days	7x24/4 hrs.	Same Business Day	Onsite ²	SI
Sun StorEdge 9840A for L6000 Tape Library, Sun StorEdge 9840B FC Drive for L5500/L6000	1 year	90 days	7x24/4 hrs.	Same Business Day	Onsite ²	SI
Sun StorEdge 9940B Fibre Channel Tape Drive for L5500/L6000	1 year	90 days	7x24/4 hrs.	Same Business Day	Onsite ²	SI
Sun-Sold Brocade Switches for SE9900 Brocade Switch for SE9900	2 years	90 days	4 hrs.	Yr 1 2nd Business Day Yr 2 15 Day Parts Exch	Onsite ²	CI
Sun StorEdge L11000	2 years	90 days ¹	8 hrs.	Yr 1 2nd Business Day Yr 2 15 Day Parts Exch	Onsite ² RTS-DC	SI
Sun StorEdge Media Central	3 years	90 days	8 hrs.	2nd Business Day	Onsite ²	CI
Sun StorEdge S1 Thin Storage Array	1 year			15 Day Parts Exchange	RTS-DC	
Sun StorEdge T3 ES Sun StorEdge T3 ES w/ES Switch	2 years	90 days	4 hrs.	Same Business Day	Onsite ²	CI
Sun StorEdge T3 WG ¹⁸	2 years	90 days	8 hrs.	Yr 1 2nd Business Day Yr 2 15 Day Parts Exch	Onsite ² RTS-DC	CI
Sun Fibre Channel Switch: Dual 8-Port and 16-Port FC Switches	2 years	90 days	4 hrs.	Same Business Day	Onsite ²	CI
Sun Professional Services resold Brocade 8- and 16-Port Switches	2 years	90 days	8 hrs.	Yr 1 2nd Business Day Yr 2 15 Day Parts Exch	Onsite ² RTS-DC	CI
Sun Professional Services Resold Brocade 64-Port Switch for SE9900	2 years	90 days	4 hrs.	Yr 1 2nd Business Day Yr 2 15 Day Parts Exch	Onsite ² RTS-DC	CI
Sun-Sold McData and InRange 64-Port Director Switches	2 years	90 days	8 hrs.	Yr 1 2nd Business Day Yr 2 15 Day Parts Exch	Onsite ² RTS-DC	CI
Sun-Sold InRange 128-Port Director Switches	2 years	90 days	8 hrs.	Yr 1 2nd Business Day Yr 2 15 Day Parts Exch	Onsite ² RTS-DC	CI
Sun-Sold McData and InRange Management Consoles for Director Switches	2 years	90 days	8 hrs.	Yr 1 2nd Business Day Yr 2 15 Day Parts Exch	Onsite ² RTS-DC	CI
Options/Other Products						
Unipack, Multipack	1 year	90 days	8 hrs.	15 Day Parts Exchange	RTS-DC	CI
Hardware Sys. & Peripheral Upgrades¹⁰		Same warranty as the base (upgrade) system or peripheral.				
Monitor	1 year	90 days	8 hrs.	15 Day Parts Exchange	RTS-DC	CI
Sun Rack 900	1 year	90 days	8 hrs.	2 nd Business Day	Onsite ²	CI
Hardware Repairs	90 days	90 days	8 hrs.	15 Day Parts Exchange	RTS-DC	CI
Hardware Spare Parts	1 year	90 days	8 hrs.	15 Day Parts Exchange	RTS-DC	CI
Software Per-Incident Upgrades	90 days	90 days	8 hrs.	8 hrs.	Media/Phone	CI

Remarketed Workstation/Server Systems ⁹		Same warranty as the base (remarketed) system.				
Remarketed Monitors & Product Options	90 days	90 days	8 hrs.	15 Day Parts Exchange	RTS-DC	CI
Sun Technical Compute Farm	See f/n #11	See f/n #12	8 hrs.	See f/n #11	See f/n #11	CI

General Note(s):

- Installation method CI refers to Customer Installable Systems; SI refers to Sun Installable systems.
- All products include 90 day software support and M-F 8 X 5 Phone Support unless otherwise stated.

Footnote(s)

1. For warranty on other (or older) models and/or configurations, refer to original Price Book warranty pages.
2. Response time may vary and travel time will be charged in 1-hour increments when travel exceeds thirty miles (50 kilometers). Travel will be charged as actual expenses for time, travel, meals, lodging and other related expenses when travel exceeds 300 miles from a Sun office.
3. System warranty includes Hardware Installation only.
4. System warranty includes Enterprise 3500-6500 Installation Service.
5. System purchase includes E10000 ServerStart Installation Service and SunSpectrum Gold support services.
6. System warranty includes Sun Installation Service.
7. System warranty includes Sun StorEdge Tape Library Hardware Only Installation.
8. Hardware Upgrades and Remarketed systems warranty is the same warranty as target system (refer to the original product Price Book, for older products). External components that are not part of the remarketed or upgraded system (monitors and attached peripherals) retain their existing warranty.
9. Warranty of the upgraded system or peripheral is the same warranty as the base (upgraded) system or peripheral
10. Monitor attached to Sun Ray™ 1 only covered for one (1) year. See Options, Monitor above.
11. See warranty for E420R, E220R, and A5200.
12. Sun Install on all.
13. SunSpectrum and Sun Client Support are not available for this product. Post warranty service available on a time & materials basis.
14. Installation of up to 2 domains is included with all Sun Fire Midframe Servers during the same visit. For additional domains during the same visit, part #EIS-DOMAIN-ADD may be used. For additional domains after the initial install, part #EISDOMAIN may be used.
15. Telephone Support: 8 a.m. - 8 p.m. (Monday through Friday). Additional Support Features: Customer defined priority, Knowledge Database access, Solaris patches and maintenance releases, Software upgrade info service, Software installation and media support for 90 days.
16. Telephone Support: 7X24 (including holidays).
17. For part number 2757A, the product is sold with E10K. Thus, it inherits E10K's gold warranty terms. For part number X2757A, the product is sold as an X-option and is installed into an existing E10K cabinet. The product will receive the remaining E10K Gold warranty. If the E10K is no longer under warranty, the X-option will receive one year repair support with 15 day Return to Sun. If the E10K and X-option product warranties were to coincide, for five months as an example, then the X-option product will receive Gold warranty for the first five months period, then it will receive its regular warranty for the remaining seven months.
18. Sun StorEdge 9900 Installation service is a required purchase for the StorEdge 9960 and 9910 product families. Warranty for these products is void if Sun StorEdge 9900 Installation service is not purchased. Sun StorEdge 9980 and 9970 new controller system purchases include the Sun StorEdge 9900 Installation service. Warranty of StorEdge 9900 series disk groups is treated as follows: If purchased at same time as 9900 controller unit, the warranty of disk groups matches that of the controller unit. If the disk groups are purchased any time after initial controller purchase, the warranty of the disk groups assumes the period and terms of the controller unit. Minimal warranty period and terms for disk groups are 1 year, 15-day parts-only return to Sun. SunSpectrum Silver is not recommended for this product due to its mission-critical nature. SunSpectrum Bronze is not offered for this product.
19. Onsite response time average is 4 hours (not call-back).
20. System purchase includes Sun Fire F15K Installation Service.

Initiation and Delivery of Warranty Services
1. Preparation Prior to the Service Request

- . Description of problem and/or system configuration.
- . Customer name, address, and contact information.
- . Product Identification: Product Number, Model Number, Part Number.
- . P.O. Number and/or Date-of-Purchase (software) and Serial Number (hardware).
- . Purchase Agreement and/or Passport Agreement Numbers (if the system is entitled to global warranty services).

2. Contact Sun

- Telephone: 1 800 USA-4SUN (prompt 1, then prompt 2).
- Online Service Request: available to SunSpectrum customers.
- The warranty service call is logged, a Service Order Number is assigned (as the service reference number).
- Return-Material Authorization Number (RMA#) will be assigned for parts-exchange, if appropriate.
- Next-step instructions will be provided, including estimated response times, if available.

3. Customer Responsibilities for Return-to-Sun (Customer Replaceable Units / exchange parts)

- The customer is responsible to remove the defective part from the system or assembly.
- If a courier has access to the customer's facility, the defective part will be picked up the following business day.
- Ship-back information and instructions will be delivered with the exchange part. The part should be prepared for shipping or for courier pickup at the designated site.
- If the part is exchangeable, the customer should prepare the defective part for return using the packaging of the exchange part. The package should be labeled with shipping information, including company name, telephone number, address, RMA number, weight of package, appropriate signatures, including the Sun address.
- Replacement components are provided on an exchange basis. The customer is responsible for returning to Sun exchanged parts within seven business days from the date of receipt of the replaced component. The customer agrees to purchase at Sun's then prevailing standard list price any parts not returned to Sun within the seven business day period.
- For follow-up and assistance, contact the Sun Customer Desk at 1 800 872-4786 (prompt 1).

Warranty Deliverables

GSA Information Technology Schedule Price List warranty deliverables are valid within the United States only.

Sun Services will, upon verification of warranty eligibility, provide government customers with the following warranty services:

Software Warranty Services

- Telephone assistance from the Sun Services Customer Care Centers between 8:00 a.m. and 5:00 p.m., local time, Monday through Friday (excluding Sun Services holidays). Reasonable efforts will be made to respond to requests within eight business hours.
- An explanation or clarification of Sun documentation regarding installation and/or configuration of Sun products.
- Replacement of defective media, missing, or unusable documentation, or proof of license certificates.
- The ability to report urgent or serious software problems.
- A reasonable efforts workaround and delivery of available patches.
- Acceptance and recording enhancement requests.

Hardware Warranty Services

Sun Installable Systems

- Telephone assistance from the Sun Services Customer Care Centers between 8:00 a.m. to 5:00 p.m., local time, Monday through Friday (excluding Sun Services holidays).
- A reasonable effort to respond on-site within two business days if Sun Services performed the installation.
- An explanation or clarification of Sun documentation regarding installation and/or configuration of Sun products.

Customer Installable Systems

- Telephone assistance from the Sun Services Customer Care Centers between 8:00 a.m. to 5:00 p.m., local time, Monday through Friday (excluding Sun Services holidays). Reasonable efforts will be made to respond to requests within eight business hours.
- An explanation or clarification of Sun documentation regarding installation and/or configuration of Sun products or fault isolation to the defective part or field-replaceable unit (FRU).
- An option to return the entire system or customer-replaceable unit to a designated Sun Services repair facility if it is determined by Sun Services that the hardware malfunction cannot be diagnosed over the telephone. At that time the customer will be provided with an estimated time to repair the unit.
- A replacement part to be received within three business days after Sun Services has received the request for the part. The customer replaces the defective part with the part received and if the part is exchangeable, prepares the defective part for return to Sun Services using the packaging in which the replacement part was shipped. If a courier has access to the customer's facility, the defective part will be picked up the following business day.

General Notes

- Travel time will be charged in one hour increments when travel exceeds 30 miles (50 kilometers).
- Outside the 30 mile radius, travel costs are per the Federal Travel Regulations in effect at the date of travel; meals and lodging shall be charged as actual expenses outside the scope of this Contract.

Hardware Support

SunSpectrum Support Matrix

Sun Services offers all of the SunSpectrum system support programs with its unmatched UNIX expertise, simplicity, flexibility, and its systems approach where a single fee covers support for an entire system.

SunSpectrum PlatinumSM (Mission-Critical) Support, our premier service program, is for enterprises that demand maximum system availability. Designed to support mission-critical client/server solutions, this custom-care program focuses on 24/7 rapid response, year-round technical service planning and failure prevention.

SunSpectrum GoldSM (Business-Critical) Support is for customers who need personalized service to help manage key business systems. It combines proactive service with outstanding responsiveness to technical issues.

SunSpectrum SilverSM (Basic) Support provides basic hardware and software support services for customers wishing to take advantage of Sun's industry-leading expertise. It includes basic telephone and online support, on-site hardware service and access to new software releases.

SunSpectrum BronzeSM (Self-Maintenance) Support is a highly affordable solution for self-sufficient customers who primarily need back-up assistance, parts replacement and software support.

Hardware Only is available solely to the Federal Government. It includes basic hardware telephone and on-site support for the Government customer that does not require software support.

System Services	Platinum Critical	Gold Support	Silver Support	Bronze Self Support	HW Only Support
Online and telephone technical coverage hours	7 X 24	7 X 24	8am-8pm, M-F	8am-5pm, M-F	8am-5pm, M-F
Online & telephone technical support response ⁵	Next available engineer	Next available Engineer	Next available Engineer	4 hours	4 hours
On-site service coverage hours ⁴	7 X 24	8am-8pm, M-F	8am-5pm, M-F	N/A	N/A
On-site service response ^{4,5}	2 hours	4 hours	4 hours	N/A	N/A
7 x 12 onsite coverage		Option			
5 x 24 onsite coverage		Option			
Customer-defined priority setting	X	X	X		
Technical Support and Hardware Services					
Parts replacement	By Sun	By Sun	By Sun	By customer	By customer
Mission-critical escalation support	X	X			
Field change orders	X	X	X	X	X
System activity log	X	X			
eServices					
Online Support Center access	X	X	X	X	X
SunSolveSM Online	X	X	X	X	X
Skills assessment	X				
Software Support Services					
SolarisTM Operating Environment releases	X	X	X	X	X
Software patch access	X	X	X	X	X
Sun Vendor Integration Program (SunVIPSM) ³	X	X			
Bundled and embedded software releases	X	X	X	X	X
SunSpectrum InfoExpressTM bulletins	X	X	X	X	X
Remote System Services					
Remote diagnostic analysis	X	X	X	X	X
Event monitoring and management Services ^{1,2,3}	X	X			

Asset reporting and self monitoring ²	X	X	X	X	X
Account Management Services					
Account support plan ¹	X	X			
Account support reviews ¹	Quarterly	Semi-annual			
Account management ¹	X	X			
System check ¹	Quarterly				
Skills analysis & employee planning ¹	X				
Service Enhancements⁵					
7 X 24 telephone and online technical support ⁴	N/A	N/A	Option	Option	Option
7 X 24 on-site service coverage	N/A	Option	Option	N/A	N/A
2-hour on-site service response	N/A	Option	Option	N/A	N/A
Next-day parts delivery	N/A	N/A	N/A	Option	Option
Same-day parts delivery	N/A	N/A	N/A	Option	Option
Additional customer technical contacts	Option	Option	Option	Option	Option
Sun unbundled software releases	Option	Option	Option	Option	Option
Additional Fee Services					
SunTM RAS Profile Service	Available	Available	N/A	N/A	N/A
Site-resident Sun Field Engineer	Available	Available	N/A	N/A	N/A
Site-resident Sun System Support Engineer	Available	Available	N/A	N/A	N/A
SunTM On-site Parts Inventory Service	Available	Available	Available	Available	Available

General Notes:

- . Specific program features subject to local geographic availability
- . N/A – Not Applicable

Service Specific Note(s)

1. Must have a minimum of \$120,000 per site, per year for SunSpectrum Platinum Support and \$80,000 per site, per year for SunSpectrum Gold Support on the schedule in order to be eligible. The required annual minimum is determined by the average annual support cost per site, before warranty discount and after all other discounts. If annual minimums are not met, the following Account Support features will not be delivered: SunSpectrum Platinum: Account support plan, Account support reviews, System check, Account management, Skills analysis, employee development planning, and Event Monitoring and Management services. SunSpectrum Gold: Account support plan, Account support reviews, Account management, and Event Monitoring and Management Services.
2. Event Monitoring and Management will be delivered for those products listed at <http://www.sun.com/service/support/sirs/index.html>. A one-time startup and installation fee for software agents and remote monitoring infrastructure applies to all Event Monitoring and Management services. Customers will be responsible for all ongoing telecommunications charges associated with this service. Event Monitoring and Management will be delivered upon Customer request and only at Customer sites meeting an annual SunSpectrum Platinum or SunSpectrum Gold contract value minimum. Customer's contract value is the net annual contract value for all Covered Systems located at the same Customer site address. If the annual minimum is not met, Event Monitoring and Management will be available for an additional fee.
3. Available for approved third-party products for which the customer maintains a valid service contract including equivalent hours of coverage and response times.
4. Availability of specific coverage hours or response times may vary by country or location. The response times stated above for Priority 1 through Priority 3 problems apply to Covered Systems located within a thirty (30)-mile (fifty [50]-kilometer) radius of a Sun local service office. Add one (1) hour to on-site response time for each additional thirty (30) miles (fifty [50] kilometers). This service may not be available or may include additional charges for Covered Systems located more than thirty (30) miles (fifty [50] kilometers) from a Sun local service office. Please contact your Sun sales representative for more details regarding availability.
5. Response times are determined by Customer-defined Priority. The response times shown are for service requests designated by the customer as "Priority 1."
6. Availability of Service Enhancements may vary by site location.

For a complete description of the deliverables and customer responsibilities associated with this service, please see: <http://www.sun.com/service/servicelist>

SunSpectrum Options & Other Services

Unbundled Software Enhancements				
2 Hour Response Uplift	Included	30%	N/A	N/A
7 x 24, 365 days/Onsite	Included	20%	N/A	N/A

General Notes for Current Hardware Models:

- . *Product Group Code may be entered in quoting system to search for part numbers within that product family.*
- . *Sun Services hardware part numbers are the same as Computer Systems hardware part numbers.*
- . *Sun Services recommends that all systems at the same site be on the same service coverage.*
- . *Pricing covers all Sun internal and external peripherals (e. g. memory, S-Bus boards, disk drives) when installed on a SunSpectrum supported system; exceptions are noted in the table above.*
- . *Additional charges may apply for locations more than 30 miles (50 kilometers) from a Sun Services office.*
- . *SEC-DISK should not be uplifted.*

Software Support

Software Support Service Pricing

SunSpectrum Enhancement Option

Purpose:

SunSpectrum Enhancement Option is for environments requiring upgrade/updates for software that was either purchased or included as enhancements with their hardware systems.

Highlights:

A SunSpectrum Metal contract entitles a customer to receive both upgrades and telephone support for the Solaris Operating Environment and any software supported with Solaris support, see: www.sun.com/service/support/sw_only/solaris/solaris9/componentsupport.html.

Customers who have purchased a SunSpectrum metal contract are also entitled to telephone support for Sun software. However, to receive upgrades/updates for software, the SunSpectrum metal customer would need to purchase the SunSpectrum Enhancement Option. The hours of telephone support the customer receives depends on the type of SunSpectrum metal contract purchased. For SunSpectrum details see the following url:

<http://www.sun.com/service/support/sunspectrum/>

Customers who maintain a SunSpectrum contract need to purchase the Enhancement Option to SunSpectrum, which includes enhancements on selected software. Telephone backup support is provided by the SunSpectrum contract. Most Sun Services software part numbers are the same as Computer Systems software part numbers except Sun Service eliminates the version number and designates service level by adding LIC as a suffix.

Sun Service part numbers have the following designation for each character: 1-3) Alpha-numeric characters identify product name; 4) Type of Product; 5) Identifies platform(s) supported; (Version numbers used by CS, not Sun Service); 6) If required: designates p/n by country when product is under export/import control; 6/7) Classification of product by machine, function or operation; 7/8) Indicates a product is limited to a specific channel, i.e. E=ScholarPac; 8/9) Product upgrade type, i.e. 9=N/A; 9/10) Language of a localized product, i.e. 9=English.

*All software user licenses, including Solaris, must be at the current revision level at the time they are put on contract. It is the customer's responsibility to "get current" before being placed under contract. Current is all software which is sold on the GSA pricelist. The customer will be entitled to only those revisions that are made available after the support contract is purchased. Customer will not be entitled to any revisions released prior to the date of purchase of customer's support contract. Sun needs to specify **prior to sale** that the support on older revisions does not include revisions that have been released as of the date of sale. The following disclaimer should accompany any quote given to the customer prior to Sun's acceptance of a purchase order:*

"Customer is strongly encouraged to license the latest revision of any software product. Customer may purchase support for an older revision that is still sold by Sun, but will be entitled to only those revisions, upgrades and updates that are made available after the support contract is purchased. Customer will not be entitled to any revisions, upgrades or updates released prior to the date of purchase of customer's support contract."

User licenses for selected products can be delivered in larger denominations (i.e. 5-,25-packs). Software Support can be purchased for each original software user license owned by the customer and provides one set of media and documentation per contract. Additional copies of media and documentation are available. Hardcopy documentation is not provided for products that include on-line documentation.

*The Install Rating identified the SunStart Installation category of the unbundled software: B=Basic, I=Intermediate, C=Complex. If an Install Rating is not listed, then T&M hourly rates should be used. Please see pricing in Installation section. **All prices are monthly.***

Product Code (add "-LIC" to Product Code)	SunSpectrum Software Product Description	GSA Price – SunSpectrum (LIC)	Install Rating
Operating System SW			
SOL-CAT1	Solaris Category 1 - SPARCstation 4, Sun386 i, Ultra 5, E Ultra 5S; Sun Blade 100 & 150	Included	B
SOL-CAT2	Solaris Category 2 - IPX, Voyager, SPARCstation 5, 4/310, Ultra 1 Models 140/170, Cycle-5-IPC, Cycle-5-IPX, Cycle-5-SS1, Cycle-5-SS1+, Cycle-5-SS2, Ultra 10, E Ultra 10S, Netra X1, Netra t1, and Netra t1 A/C200/DC200, Sun Fire V120	Included	I
SOL-CAT3	Solaris Category 3 -SPARCstation 20, 4/140, 4/260, Ultra 1 Creator/Creator 3D, Ultra 2, Ultra 30, Ultra 60, Ultra 80, Enterprise 150 Model 170E, HPC 2 Pre-Configured Server, E450, E250, E220R, E250R, E420R, E450R, HPC 450, Netra t 1400/1405 Servers, Netra t 1120/1125, Netra 20, Netra 120, Netra V120, Sun Blade 1000/2000, Sun Fire 280R, Sun Fire V880, Sun Fire V480, Sun Fire V100	Included	I
SOL-CAT4	Solaris Category 4 -SPARCsystem 630MP, 4/150, 4/280, 4/330, 4/360, 4/370, 4/380, 4/470, E3000, E3500, E4000, E4500, Ultra 3000/4000 Creator3D Workstation, HPC 3000/4000 Server Base Packages, Sun Fire 3800/4800/4810 Base Systems	Included	I
SOL-CAT5	Solaris Category 5 -SPARCsystem 670MP, SPARCserver 690MP, SPARCcluster 1, 4/390, 4/490, SunFire B100 Blades	Included	I
SOL-CAT6	Solaris Category 6 -SPARCcenter 2000, Enterprise E5000, E5500, HPC 5000 Server Base Package, Sun Fire 6800 Base System	Included	I
SOL-CAT7	Solaris Category 7 - Enterprise E6000, E6500, HPC 6000 Server Base Pkg	Included	I
BSD-SOL-CAT8	Solaris Category 8 – CS6400	Included	
SOL-CAT9	Solaris Category 9 - E10000, HPC 10000 Server Base Pkg; Sun Fire 12K, 15K	Included	C
CSOL-CAT1	Solaris on Clones, Category 1 - Desktops	N/A	I
CSOL-CAT2	Solaris on Clones, Category 2 - Workgroup Servers	N/A	I
SOLMI-D999	Solaris on Intel (7 and above), Category 1 - Desktops	N/A	
SOLMI-W999	Solaris on Intel (7 and above), Category 2 - Workgroup Servers	N/A	
SOLNTR-FT1800	Solaris for Netra ft 1800	Included	I

Notes for Software Options:

1. Physical media (hardcopy documentation and software CD-ROM) is only available to licensed user. License to use must be purchased separately.
2. Add the software prefix before the order number (e.g., CBF-MEDIA) to order the Unbundled Software materials. When an exception to this rule occurs, the unique product code is identified in price list with the description of Media and/or Documentation and requires the -MEDIA or -DOCS suffix.
3. Uplifts are applied using multiplicative method.
4. SunSolve CDs are no longer shipped quarterly as a standard practice. Customers are encouraged to access patches through SunSolve Online for no additional charge. SunSolve Cds are available as an additional charge to customers without Internet access and who require a SunSolve CD shipment.

General Notes for Current Spectrum Software:

Included = No charge, included in the SunSpectrum metal contract.

N/A = Not Available

N/C = No Charge

Software Support Service Pricing

Sun Software Support Services

Features-at-a-Glance:

Features	STANDARD SUPPORT	PREMIUM SUPPORT
Coverage hours	12 hours a day, 5 days a week	24 hours a day, 7 days a week
Average response time*	Priority 1 (Urgent): 4 coverage hours Priority 2 (Serious): 8 coverage hours Priority 3 (Not-critical): Next business day	Priority 1 (Urgent): Live transfer to next available engineer Priority 2 (Serious): 2 hours Priority 3 (Not-critical): 4 hours
Authorized Contacts	2	3 per 8 hour shift
Technical support requests	Unlimited	Unlimited
Customer assigns priority rating to support requests	Yes	Yes
Online incident submission	Yes	Yes
Online incident tracking and contract maintenance	Yes	Yes
Software enhancement releases	Included	Included
Software patches	Included	Included
SunSM Alert	Included, but customer needs to sign up for e-mail notifications	Included, but customer needs to sign up for e-mail notifications
SunSolveSM Online Knowledge Database License	Yes	Yes
SunSpectrum InfoExpress™ Newsletter	Yes	Yes
Optional Services (additional fees apply)		
Dedicated Service Account Manager**	Yes	Yes
Assigned Service Account Manager**	Yes	Yes
Dedicated Technical Support Engineer**	Yes	Yes
Additional Authorized Contacts	Yes	Yes
Additional Media and Documentation	Yes	Yes

NOTE: Specific features and service options may not be available in all regions. Coverage hours and response times may vary by country or locations. After business hours support may not be available in your local language. For more information on service availability or for specific contract terms, contact your Sun Sales Representative or Sun Authorized Reseller.

*Response times are average response times and may vary depending on the severity rating assigned to the support request by the customer. Severity ratings for service requests are Urgent, Serious, or Not Critical.

Please refer to the service listing for Sun Software Standard Support or Sun Software Premium Support online at: www.sun.com/service/servicelist for more information.

**Dedicated and Assigned Service Account Managers and Dedicated Technical Support Engineers are only available for purchase through a Sun Sales Representative. These services are non-discountable, cannot be uplifted, and require prior approval before a sale can take place.

Feature Definitions:

TECHNICAL SUPPORT

- . Telephone and online technical support
- . Sun's Solution Centers are staffed by highly trained, experienced support engineers ready to field support calls and online requests.
- . Unlimited support incidents
- . We don't limit the number of support requests you can place. An incident is a single issue. Once an incident has been opened, it may take more than one contact (phone or email) to close the request.

- . Customer defined priority
- . The priority rating that you assign to each of your support requests determines Sun's response time.

ONLINE RESOURCES

- . *Online Support Center*
- . *Support customers receive expanded access to Sun's Online Support Center, including online incident submission and tracking, support contract maintenance, software downloads and other Web-based services.*
- . *SunSolve Online Knowledge Database License*
- . *Access to patches, technical solutions and proactive customer notification services only available to Sun support customers in our online technical knowledge database.*
- . *Sun Alerts*
- . *Sign up to receive periodic notices from Sun containing information about newly discovered problems and bugs.*

SOFTWARE UPDATES

- . *Enhancement releases*
- . *Access to software enhancement releases as they become available.*
- . *Patches*
- . *Access to patches for covered software.*
- . *SunSpectrum InfoExpress newsletter*
- . *Receive a periodic newsletter from Sun that highlights new features and functionality of the Solaris Operating Environment and other Sun software.*

OPTIONAL SERVICES

- . *Service Account Manager (SAM)**
 - . *A dedicated or assigned Sun resource that will help ensure the smooth installation, migration, deployment, and ongoing support for your Sun Software products.*
 - . *Technical Support Engineer (TSE)**
 - . *An experienced, highly trained technical support engineer dedicated to handling your technical support issues.*
 - . *Additional authorized contacts*
 - . *You have the flexibility to add more authorized contacts when you need to.*
- *The sale of these services requires prior approval. No uplifts are permitted.*

MEDIA PART NUMBER USAGE AND SOFTWARE UPDATES

- . *Sun Software Support Service updates will be available, at no charge, through Electronic Software Update (ESU) on Sun's Online Support Centre (OSC) website.*
- . *One copy per software license is available to the customer at no charge via ESU on Sun's OSC. (Add the software media part ending in "-1M". This gives the customer access to one instance of the media (non-chargeable & downloadable)).*
- . *If the customer wants additional media or hardcopy media that is shipped vice downloadable, the "-MEDIA" part number should be quoted (chargeable & in hardcopy format)*
- . *Some software products do not have media part numbers. In this case distribution is triggered from the "-1PR" and "-1ST" part numbers.*

Pricing Exceptions

The following Sun ONE products have specified a set number of entries/users for the support parts. These are referred to as "Support Packs": Sun ONE Calendar Server; Sun ONE Certificate Server; Sun ONE Directory Server; Sun ONE Directory Server Access Management Edition (EOL-renewals only); Sun ONE Directory Server Integration Edition (EOL-renewals only); Sun ONE Identity Server; Sun ONE Messaging Server; Sun ONE Meta Directory; Sun ONE Portal Server; Instant Collaboration Pack, Mobile Access Pack, Personalized Knowledge Services, Secure Remote Access; Sun ONE Web Communication.

To properly quote the appropriate support for these products, the steps below should be followed:

1. *Take the total number of license entries for which support is being quoted and divide by the set number of support entries set for that product support pack (see part descriptions for reference).*

NOTE: If not exactly divisible, round up to ensure appropriate number of entries/users are covered.

2. *Select the support pack that matches the number of licenses purchased.*

3. *Select Standard or Premium level of service.*

4. *Take the results of the 3 steps above to identify the correct support part number and monthly support price.*

5. *Complete the pricing calculation:*

-Number of licenses purchased / set support tier = Number of support packs

-Number of support packs x monthly price x 12 for either standard or premium = 1 year of Sun Software Support services

-Example Pricing Calculation: $158,000 / 200 = 790 \times \$8.00 = \$6,320.00 \times 12 = \$75,840.00$ for 1 year of Sun Software Standard Support

EXAMPLE:

Product: Sun ONE Directory Server License Only, 1-199,999 license entries. PRICING PER 200 ENTRIES OF SUPPORT.

Monthly Sun Software Standard Support: DIRD9-PJA01-1ST \$8.00/month

Monthly Sun Software Premium Support: DIRD9-PJA01-1PR \$10.00/month

Channel Partners

Sun Software Support services are available for resale and delivery by authorized Federal channel partners.

There are some notable exceptions to this rule.

- . There are some products that are not available for resale by partners – please contact a Sun Service Sales Representative to ensure product can be quoted by a Sun-Authorized Federal Reseller.
- . Partners that wish to deliver support on Sun ONE products will have to take additional product training to qualify. Please contact your Sun Sales Representative for more details.

General Information:

. All Software User Licenses, including Solaris, must be at the current revision level at the time they are put on contract. It is the customer's responsibility to "get current" before being placed under contract. Current is all Software which is sold on the GSO pricelist.

. The customer will be entitled to only those revisions that are made available after the support contract is purchased.

Customer will not be entitled to any revisions released prior to the date of purchase of customer's support contract. Sun needs to specify prior to sale that the support on older revisions does not include revisions that have been released as of the date of sale. The following disclaimer should accompany any quote given to the customer prior to Sun's acceptance of a purchase order: "Customer is strongly encouraged to license the latest revision of any software product. Customer may purchase support for an older revision that is still sold by Sun, but will be entitled to only those revisions, upgrades and updates that are made available after the support contract is purchased. Customer will not be entitled to any revisions, upgrades or updates released prior to the date of purchase of customer's support contract.

. Software enhancement releases and software documentation will be made available via electronic download at no charge. If the customer wishes to have hardcopy enhancement releases or documentation shipped, it is chargeable.

. Authorized iForce Federal channel partners are able to resell and manage SunSpectrum Enhancement Option support based only with Sun.

. The installation rating identifies the SunStart installation category of the unbundled software:

B = Basic I = Intermediate C = Complex

NOTE: If an Installation Rating is not listed, then T & M hourly rates should be used. Pricing can be found in the Installation section.

Veritas Software Support Information

Veritas support pricing is based on hardware product. These tiers indicate the correct service part number and price to use for each product. At this time there are two different models being used.

9 Tier Model:

This model applies to the following Veritas Support products: Volume Manager & File System

Tier Level	Hardware
Tier 1 A 1 or 2 CPUs Maximum	Netra t 100, Netra t 105, Netra t 1100, Netra t 1120, Netra t 1125 , Netra ft 180, Netra 20 server, SPARCstation 4, SPARCstation 5, SPARCstation 10, SPARCstation 20 SPARCserver 2, SPARCserver 4, SPARCserver 5, SPARCserver 10, SPARCserver 20 Sun Blade 2000, Sun Blade 1000, Sun Blade 100 Sun Enterprise 1, Sun Enterprise 2, Sun Enterprise 30, Sun Enterprise 60, Sun Enterprise Ultra 5S, Sun Enterprise Ultra 10S Sun Enterprise 150, Sun Enterprise 220R, Sun Enterprise 250R Sun Fire V100, Sun Fire V120, Sun Fire 280R Sun Ultra 1, Sun Ultra 2, Sun Ultra 5, Sun Ultra 10, Sun Ultra 30, Sun Ultra 60, Sun Ultra 80
Tier 1B	Sun Enterprise 420R, Sun Enterprise 450 SunFire V480 Netra t 1400, Netra t 1405
Tier 1C	Sun Fire V880
Tier 2A	No Sun Servers in this tier at this time.
Tier 2B	SPARCserver 1000, Sun Enterprise 3000, Sun Enterprise 3500, Sun Enterprise 4000, Sun Enterprise 4500, Sun Enterprise 5000, Sun Enterprise 5500 SunFire 3800
Tier 2C	No Sun Servers in this tier at this time.
Tier 3A	Sun Fire 4800, Sun Fire 4810 SPARCcenter 2000
Tier 3B	Sun Enterprise 6000, Sun Enterprise 6500
Tier 3C	Sun Fire 6800
Tier 4A	No Sun Servers in this tier at this time.
Tier 4B	Sun Enterprise 10000, Sun Fire 12K.
Tier 4C	Sun Fire 15K

4 Tier Model:

This model applies to the following Veritas Support products: NetBackup, Volume Manager, File System.

Hardware Tier Level	Platform Type
SUN MICROSYSTEMS	
Tier 1: Desktop and Workgroup Server Class	SPARCstation: 4, 5, 10, 2 SPARCserver: 2, 4, 5, 10, 20, 1000 Ultra: 1, 2, 5, 10, 30 60, 80, 450 Sun Enterprise: 1, 2, 30, 60, 150, 220R, 250, 420R, 450 Sun Enterprise Ultra: 5S, 10S SunFire 280R SunBlade 100/1000 Netra: t 100/105, 1100, t 1120/1125, t 1400/1405, ft 1800
Tier 2: Departmental Server Class	SPARCserver 1000 Sun Enterprise: 3000, 3500, 4000, 4500, 5000, 5500 Sun Fire 3800 Sun Fire 4810, 4800 (until April 30th, 2002)
Tier 3: Enterprise Server Class	SPARCcenter 2000 Sun Enterprise 6000, Sun Enterprise 6500 Sun Fire 4810 and 4800 (after April 30th, 2002) Sun Fire 6800 (until April 30th, 2002)

Hardware Tier Level	Platform Type
Tier 4: Enterprise 10000 Server Class	Sun Enterprise 10000 Sun Fire 6800 (after April 30th, 2002) Sun Fire 15K
HEWLETT PACKARD	
Tier 1: Desktop & Workgroup Server Class	A-Class, D-Class, E-Class, F-Class, , G-Class, L-Class, R-Class, K100
Tier 2: Departmental Server Class	H-Class, I-Class, K2xxx, K3xxx, K4xxx, K5xxx, N4000@360Mhz
Tier 3: Enterprise Server Class	V2200, V2250, T-Class, N4000@440Mhz
Tier 4: Enterprise 10000 Svr Class	T500, V2500, V2500 SCA
MICROSOFT NT	
Tier 1: Desktop & Workgroup Server Class	Single (1) processor system
Tier 2: Departmental Server Class	Dual (2) processor system
Tier 3: Enterprise Server Class	Quad (4) processor system
Tier 4: Enterprise 10000 Svr Class	8 or above processor systems
IBM (AIX)	
Tier 1: Desktop & Workgroup Server Class	RS/6000 43P Model 140, Model 150, Model 260
Tier 2: Departmental Server Class	F40, B50
Tier 3: Enterprise Server Class	F50, H50, H70, R50, S70
Tier 4: Enterprise 10000 Svr Class	RS/6000 MModel S80, and SP (POWER2, PowerPC and POWER3 nodes), Sequent Symmetry
FUJITSU	
Tier 1: Desktop & Workgroup Server Class	GP7000F Model 200, 200R, 400A, 400R GP7000S Model 5, 10, 25, 45 GP300S Model 2, 5, 10, 60 GP400S Model 450
Tier 2: Departmental Server Class	GP7000F Model 600 GP7000S Model 350, 450, 550
Tier 3: Enterprise Server Class	GP7000F Model 1000, GP7000S Model 650
Tier 4: Enterprise 10000 Svr Class	GP7000F Model 2000, GP7000S Model 1000y
OTHER VENDORS	
Tier 1: Desktop & Workgroup Server Class	COMPAQ (Tru64 UNIX), Compaq (Tru64 UNIX) AlphaServer 800, 1200, DS10, DS20, DS20E NEC NX 7000, D-Class, 100, SGI (IRIX), Octane, O2, NCR (MP-RAS), 3200 Series, SEIMENS (Reliant UNIX), Reliant Unix RM200
Tier 2: Departmental Server Class	COMPAQ (Tru64 UNIX), Compaq (Tru64 UNIX) AlphaServer 2000, 2100, 4000, 4100, ES40 NEC NX 7000, 2xx, 3xx, 4xx, 5xx, 4000(360Mhz), SGI (IRIX), Origin 200, ONYX 2, NCR (MP-RAS), S20, S24, S26, SEIMENS (Reliant UNIX), RM 300
Tier 3: Enterprise Server Class	COMPAQ (Tru64 UNIX), AlphaServer 82000, 84000, GS60E, GS140 NEC NX 7000, V2200, V2250, N4000(440Mhz), SGI (IRIX), ORIGIN 200, 2100 SERIES, NCR (MP-RAS) , S50, S1501, 4400, SEIMENS (Reliant UNIX), RM400, RM600
Tier 4: Enterprise 10000 Svr Class	COMPAQ (Tru64 UNIX), AlphaServer SC, NEC NX 7000, V2500, SGI (IRIX), Origin 2000, Cray Origin 2000 models (32 or more processors), NCR (MP-RAS), 3600, 4700, 4800, 5150, 5200, SEIMENS (Reliant UNIX), RCSII, Pyramid Reliant RM1000, Nile 150/100, Auspex , 7000/50
CLIENT TIER LEVEL	
Client Tier 0: PC Client	Licenses used for personal computers such as Macintosh and Microsoft Windows and XP.
Client Tier 1: Workstation	Used by one person and is not utilized as a server.
Client Tier 2: Server Client	Defined as a system that provides services to more than one person.

Hardware with Bundled or Embedded Software

Selected hardware systems may have software bundled with the system and sold as one product. Software may also be embedded as an essential part of the system and unable to be sold separately. For these products, both hardware and software need to be on a support schedule as separate line items to ensure service and software enhancements.

All hardware products carry a chargeable price and must be maintained on a metals contract. Its associated bundled or embedded software must be listed as a separate line item on the support schedule in order to receive enhancements, regardless if it has a support price or if it is a no charge item. If the hardware is not maintained on a metals contract, then the software product must be on a -SWON service level support schedule. The number of licenses should be the same as the number of corresponding hardware products on the schedule.

Product Description	HW Group Code	Bundled or Embedded Software	SW Product Code
Server Products			
HPC 450	E450	Sun HPC Clustertools	HPCIS-99991
HPC 3500 base	E35	Sun HPC Clustertools	HPCIS-99991
HPC 4500 base	E45	Sun HPC Clustertools	HPCIS-99991
HPC 5500 base	E55	Sun HPC Clustertools	HPCIS-99991
HPC 6500 base	E65	Sun HPC Clustertools	HPCIS-99991
HPC 10000 base	HPC1	Sun HPC Clustertools	HPCIS-99991
Storage Products			
SPARCstorage Array 100 Series	SSA	Veritas Volume Manager	VVMGS-9999 VVMGS-9999-Media
SPARCstorage Array 200 Series	SSA2, PCSA	Veritas Volume Manager	VVMGS-9999 VVMGS-9999-Media
Sun StorEdge A1000, D1000, A3000, A3500 D2000 Storage Array	A1SA, RSM1, RSM2, A35, A35+, A35L, A357, D1K, D2K, A3K	Volume Management software for Windows NT servers and Media	ARRAYNT-B-MEDIA
Sun StorEdge A1000	A1SA	Sun StorEdge A1000 Volume Mgmt	A1000
Sun StorEdge A3000	A3K	Sun StorEdge A3000 Volume Mgmt	A3000HP
Sun StorEdge A5x00	A51K1-99, A51K2-99, A51K6-99, A52K1-99, A52K2-99, A52K4-99, A52K6-99, A5K1, A5K1-99, A5K2, A5K4, A5K6 A7K, A7SP	Veritas Volume Mgr for A5x00 Component Manager	VVMGS-9999 SCMMS-R99R
Sun StorEdge A7000	A7K, A7SP	Sun StorEdge A7000 OS	SP40-OS
Sun StorEdge L9 DLT8000 Autoloader	L9VX2	Veritas Business Server Veritas Robotic License	VBSNS-9999 VBRTS-9999
Sun StorEdge L9 w/LTO Drive	L9LTSB3	Solstice Backup	LSBIS-2010
Sun StorEdge L9 Tape Library w/1 LTO Drive	L9LVX2	Veritas Business Server Veritas Robotic License	VBSNS-9999 VBRTS-9999
Rackmount L20 Tape Library w/2 LTO Drives	L20LVX222	Veritas Business Server Veritas Robotic License	VBSNS-9999 VBRTS-9999
Sun StorEdge L9 DLT8000 Autoloader	L9LSB3	Solstice Backup	LSBIS-2010
Sun StorEdge L20 DLT8000 Rackmount Library	L20BVX222	Veritas Business Server Veritas Robotic License	VBSNS-9999 VBRTS-9999
Sun StorEdge L20 DLT8000 Rackmount Library	L20BLSB2	Solstice Backup	LSBIS-2009
Sun StorEdge L20 LTO Rackmount Library	L20LTSB23	Solstice Backup	LSBIS-2009
Sun StorEdge Media Central	MCS-E250 MCM-E250 MCL-E250 MCS-E450 MCM-E450 MCL-E450	StorEdge Media Central Software	SG-MC-SW SG-MC-SW-MEDIA
Sun StorEdge T3 Workgroup	T3X1	Component Manager	SCMMS-R99R

Product Description	HW Group Code	Bundled or Embedded Software	SW Product Code
Sun StorEdge T3 Enterprise	T3X2, T3X4, T3X8	Component Manager Veritas Volume Manager	SCMMS-R99R VVMT3-9999

General Note(s) For All Bundled Software unless otherwise marked (with Footnote #1):

• Software has been sold bundled with hardware listed. When sold bundled, pricing is included with the hardware, so item(s) should be placed on the schedule at no charge. Software is non-chargeable only when sold as bundled and if sold individually will be chargeable.

Footnote(s)

1. These are chargeable products.
2. Includes Veritas Business Server License & Veritas Robotics License, Veritas part numbers must be on a SWON contract at \$0.
3. Includes Solstice Backup. The above part number must be on the SunSpectrum metals contracts at \$0.

Pricing References

Discounts, Uplifts & Upgrades

Multiplicative Calculation Method

Discounts and uplifts are multiplicative. This means one discount or uplift is applied, then the next discount to the net total. The order in which the discounts or uplifts are applied does not matter. (See following pages for an uplift pricing example).

HelpDesk Discount

The HelpDesk Discount will be applied individually to each master contract for all services covered. The discount level will be reviewed annually and, if appropriate, adjusted to reflect the then current volume. The HelpDesk Discount is based on the aggregate volume of the site(s) that the HelpDesk supports.

The HelpDesk Program and discounts are available to GSA customers that install and utilize the most current version of Sun's HelpDesk software tool or its functional equivalent, assumes responsibility for accepting all initial end user trouble calls to perform first level fault isolation for hardware and software, and promptly notifies Sun through the toll free number of any product malfunction. The GSA customer must designate a primary and two alternate contacts to initiate all HelpDesk support requests.

Aggregate Monthly Dollar Volume (per site)	HelpDesk Discount Level
\$ 5,000 but less than \$30,000	5.00%
\$ 30,000 but less than \$75,000	10.00%
\$ 75,000 but less than \$150,000	15.00%
\$150,000 or more	20.00%

Travel Zone Uplifts

Zone	Miles	Service Charge
A	0-50 miles	No Charge
B	51-100 miles	Monthly Maintenance Charge (MMC) + 5%
C	101-150 miles	MMC + 15%
D	151-250 miles	MMC + 30%
E	251-300 miles	MMC + 50%

Note: Two (2) hour response not available beyond Zone A.

Multiyear Discount

Customers committing to two or three years of SunSpectrum Support, Software Only Support, or SunClient Support are eligible for a multiyear discount. This discount may be added to the other service discounts. To be eligible for the multiyear discount, these conditions must be met:

Multiyear Discount	Condition
8%	Two year commitment with a fully-funded purchase order
12%	Three year commitment with a fully-funded purchase order

Prepayment Discount

Customers purchasing SunSpectrum Support, Software Only Support, or SunClient Support are eligible for the prepayment discount. This discount applies to the net fee after all other discounts have been applied. To be eligible for the prepayment discount the following conditions must be met:

Prepayment Discount	Condition
5%	<ul style="list-style-type: none"> - Applied only to schedules that have a minimum value of \$12k or more and a minimum term of 12 months. - New contract purchase order must be received by Sun within 30 days of contract start or within 30 days after quote expires. - Renewal contract purchase order must be received by Sun within 30 days of contract expiration.

Warranty Upgrades

GSA customers may upgrade standard warranties to the level of SunSpectrum Support required. If a GSA customer upgrades from a standard warranty to any one of the SunSpectrum contract, they will receive a 40% discount off the GSA SunSpectrum list price for the first year. A system may be placed on contract at any time during the warranty period in which case the warranty uplift discount will be prorated. The warranty begins when the customer takes delivery of the system from either Sun or a Sun authorized reseller. This discount does not apply to the E10000.

To calculate the warranty upgrade charge:

1. Find the Model of the system you wish to cover.
2. Select the level of service for that model, either Platinum, Gold, Silver, Bronze or Hardware Only.
3. Find the SunSpectrum monthly charge for that model in the corresponding column (Platinum, Gold, Silver, Bronze or Hardware Only).
4. Multiply the monthly charge by .6 (40% discount).
5. Apply any earned discounts individually (pre-payment, multi-year, etc.) to the result from step #4.

Installation Services & Special Programs

Installation and Start-Up

GSA Pricing for Sun's Installation & Start-Up services are 15% below Commercial List Price. Please call for specific installation pricing.

General Note(s) For All Installation Services:

- . Enterprise Installation Services (EIS) are subject to local availability.
- . Enterprise Installation Services (EIS) are discountable.
- . Normal business hours are 8:00am to 5:00pm local time, Monday to Friday, Sun Services holidays excluded.
- . After-hours installation service parts are designated with an "AH" after the part number.
- . Tutorials are designed to last no longer than one hour. If there are additional training requirements, please refer to Sun Educational Services.
- . Travel distance is measured from the local Sun Services office
- . Some EIS services include the installation of 3 'basic' unbundled software products and license passwords. Refer to the Software Support Service section of this Sales Reference Guide for installation ratings. All software must be installed at its current release level.

In the U.S.:

- . Travel time will be charged in one-hour increments when travel exceeds thirty miles
- . Travel will be charged as actual expenses for time, meals, lodging, and other related expenses & travel mileage rate (in accordance with Federal Government Travel Regulations), when travel exceeds 300 miles from Sun office

Enterprise Installation Services Descriptions

Sun StorEdge Tape Library Hardware Only Installation

- . EIS-TAPE-HW (Install of Sun StorEdge Tape Library Hardware during local business hours.)
- . EIS-TAPE-HW-AH (Install of Sun StorEdge Tape Library Hardware after-hours.)

Phase	Activity & Deliverables
Site Audit (via telephone)	*Review environment and installation needs prior to development of system installation specification *Document environmental states
Installation Planning (via telephone)	*Plan and confirm schedule and resources with customer *Plan and confirm delivery and installation dates *Create installation related documentation
System Installation Specification	*Plan and confirm Hardware setup requirements with customer * Identify and minimize risks *Confirm customer acceptance criteria (verification testing)
Statement of Installation	*Verify completion of pre-installation tasks *Verify supported configuration *Customer sign off to start installation
Installation and Customization of Sun Hardware	*Review packing list to ensure all components are present *Remove internal shipment supports from library * Run self tests to verify operation *Install SCSI or Fibre Channel HBA's into server (if required) *Recable the tape library (if required) due to addition of SCSI or Fibre Channel HBA's *Connect tape library to server HBA's
Installation Verification	*Load diagnostics on server and verify operation of server to tape library
System Turnover	*Installation review and customer sign off *Provide system reference documentation
Note: -This service does not apply to Sun StorEdge L5500 or L6000 Tape Libraries, where installation is included with the hardware part #.	

Workstation Server Installation

- . EIS-DESKTOP (Install of 1 Sun Workstation Server, during local business hrs.)
- . EIS-DESKTOP-5 (Install of 5 Sun Workstation Servers, during local business hrs.)
- . EIS-DESKTOP-25 (Install of 10 Sun Workstation Servers during local business hrs.)
- . EIS-DESKTOP-AH (Install of 1 Sun Workstation Server, after-hours)
- . EIS-DESKTOP-5-AH (Install of 5 Sun Workstation Servers, after-hours)
- . EIS-DESKTOP-10-AH (Install of 10 Sun Workstation Servers, after-hours)

Phase	Activity & Deliverables
Site Audit (via telephone)	*Review environment and installation needs prior to install *Document environmental states and needs
Installation Planning (via telephone)	*Plan and confirm schedule and resources with customer *Plan and confirm delivery and installation dates *Create installation related documentation
System Installation Specification	*Plan and confirm Hardware setup requirements with customer
Statement of Installation	*Verify completion of pre-installation tasks *Verify supported configuration *Customer sign off to start installation
Installation and Customization of Sun Hardware and Software	*Review packing list to ensure all components are present *Install all internal and external components, memory, drives and cards *Set SCSI device addresses for all drives *Power-up and test all hardware components *Install all applicable patches per EIS CD *Configure system hostname, IP address, NIS/NIS+ domain, and netmask as applicable
Installation Verification	*Confirm system functionality
System Turnover	*Installation review and customer sign off *Provide system reference documentation
Note: -Workstation Installation Service does not include further customization (e.g. Disk repartitioning) or re-installation of factory pre-installed Solaris.	

Server Installation for SunFire 3800-6800

- . EIS-3800-6800-NC (install of UltraSparc III SunFire Server (F3800-F6800), not chargeable, bundled with hardware)
- . EIS-3800-6800-NC-A (install of UltraSparc III SunFire Server (F3800-F6800), chargeable, after-hours)
- . EIS-SYSBD (Installation of System Board into Sun Enterprise Server during local business hours. Applicable for any system that does not include the installation of systems boards with the purchase of the system / board.)
- . EIS-SYSBD-AH (After Hours Installation of System Board into Sun Enterprise Server outside local business hours. Applicable for any system that does not include the installation of systems boards with the purchase of the system / board.)
- . EIS-SYSBD-NC (Installation of System Board into Sun Enterprise Server during local business hours. Applicable for Sun Fire 15k, Sun Fire 12K, Sun Fire 6800 and Enterprise 10000 (E10K) System Boards only.)
- . EIS-SYSBD-NC-AH (After Hours Installation of System Board into Sun Enterprise Server outside local business hours. Applicable for Sun Fire 15k, Sun Fire 12K, Sun Fire 6800 and Enterprise 10000 (E10K) System boards only.)

Server Installation for SunFire 3800-6800 Phase	Activity & Deliverables
Site Audit (On-Site)	*Review environment and installation needs prior to development of system installation specification *Document environmental states
Installation Planning (On-Site)	*Plan and confirm schedule and resources with customer *Plan and confirm delivery and installation dates *Create installation related documentation
System Installation Specification	*Plan and confirm system setup requirements with customer -up to 2 domains configured at time of install -Boot device configuration *Identify and minimize risks

	*Confirm customer acceptance criteria (verification testing)
Statement of Installation	*Verify completion of pre-installation tasks *Verify supported configuration *Customer sign off to start installation
Installation and Customization of Sun Hardware and Software	*Review packing list to ensure all components are present *Install all internal and external components * Set SCSI devices for all drives * Power up and test all hardware components * Partition operating system disk(s) on defined default *Install and configure Solaris as an NFS file server * Install all applicable patches per EIS CD *Configure system hostname, IP address, NIS/NIS+ domain, and netmask as applicable *Add heterogeneous filesystems support for clients *Install and configure CDE or NFS mount (if remote) * Set up log host and system controller * Install up to three (3) unbundled SW products *Set up standard UNIX mail host and default routes * Configure as DNS client
Installation Verification	*Perform level-0 backup of system disk(s) *Perform acceptance testing *Mail explorer files to appropriate alias
System Turnover	*Installation review and Customer sign off *Provide system reference documentation
Note: -Installation includes up to two (2) domains. Additional domains may be configured by purchasing EIS-DOMAIN-ADD during the same visit.	

Domain Installation

. EIS-DOMAIN (Installation of a single domain after system installation and Configuration of Domain within a partitionable Sun Enterprise Server. Installation to occur after the original system install, setup, configuration, and partitioning and must be performed during local business hours.)

. EIS-DOMAIN-AH (same description as above, but installation must be performed after-hours)

. EIS-DOMAIN-ADD (Installation and Configuration of Domain within a partitionable Sun Enterprise Server. Installation to occur during the original system install, setup, configuration, and partitioning and must be performed during local business hours.)

. EIS-DOMAIN-ADD-AH (same description as above, but installation must be performed after-hours)

Domain Installation Phase	Activity & Deliverables
Site Audit (On-Site)	*Review environment and installation needs prior to install *Document environmental states
Installation Planning (Via Telephone)	*Plan and confirm schedule and resources with customer *Plan and confirm delivery and installation dates *Create installation related documentation
System Installation Specification	*Plan and confirm system setup requirements with customer
Statement of Installation	*Verify completion of pre-installation tasks *Verify supported configuration *Customer sign off to start installation
Installation and Customization of Sun Hardware and Software	*Create additional domains per statement of installation *Perform domain key activation *Perform NRP setup *Set up standard UNIX mail host and default routes *Configure as DNS client
Installation Verification	*Confirm system and software functionality
System Turnover	*Installation review and customer sign off *Provide system reference documentation

Enterprise 3500-6500 Installation

- . EIS-ENTSVR-NC (Install of Sun UltraSparc II Enterprise Server (E3500-E6500), no charge during business hours.
- . EIS-ENTSVR-NC-AH (Install of Sun UltraSparc II Enterprise Server (E3500-E6500), chargeable, after-hours.)
- . EIS-SYSBD (Installation of System Board into Sun Enterprise Server during local business hours. Applicable for any system that does not include the installation of systems boards with the purchase of the system / board)
- . EIS-SYSBD-AH (After Hours Installation of System Board into Sun Enterprise Server outside local business hours. Applicable for any system that does not include the installation of systems boards with the purchase of the system / board)

Enterprise 3500-6500 Installation Phase	Activity & Deliverables
Site Audit (On-Site)	*Review environment and installation needs prior to the development of the System Installation Specification *Document environmental states
Installation Planning (On-site)	*Plan and confirm schedule and resources with customers *Plan and confirm delivery and installation dates *Create installation related documentation
System Installation Specification	*Plan and confirm system setup requirements with customer *Identify and minimize risks *Confirm customer acceptance criteria
Statement of Installation	*Verify completion of pre-installation tasks *Verify supported configuration *Customer sign off to start installation
Installation and Customization of Sun Hardware and Software	*Review packing list to ensure all components are present *Install all internal and external components (excluding storage arrays) *Set SCSI devices for all drives *Power up and test all hardware components *Partition operating system disk(s) on defined defaults *Install and configure Solaris as an NFS file server *Install all applicable patches per EIS CD *Configure system hostname, IP address, NIS/NIS+ domain, and netmask as applicable *Add heterogeneous filesystems support for clients *Install and configure CDE or NFS mount (if remote) *Set up log host and system controller *Install up to three (3) unbundled SW products *Set up standard UNIX mail host and default routes *Configure as DNS clients
Installation Verification	*Perform level-0 backup of system disk(s) *Perform acceptance testing *Mail explorer files to appropriate alias
System Turnover	*Installation review and Customer sign off *Provide system reference documentation

Workgroup Server Installation

- . EIS-WGS (Install of 1 Sun Workgroup Server during local business hours)
- . EIS-WGS-5 (Install of 5 Sun Workgroup Servers during local business hours)
- . EIS-WGS-10 (Install of 10 Workgroup Servers during local business hours)
- . EIS-WGS-AH (Install of 1 Sun Workgroup Server after-hours)
- . EIS-WGS-5-AH (Install of 5 Sun Workgroup Servers after-hours)
- . EIS-WGS-10-AH (Install of 10 Workgroup Servers after-hours)
- . For rack-mounted pre-installed Solaris Sun to Sun Tone Platforms, use the following part #'s: EIS-IPG-WGS (business hours) or EIS-IPG-WGS-AH (after hours).

Workgroup Server Installation Phase	Activity & Deliverables
Site Audit (via telephone)	*Review environment and installation needs prior to development of system installation specification *Document environmental states
Installation Planning (via telephone)	*Plan and confirm schedule and resources with customer

	<ul style="list-style-type: none"> * Plan and confirm delivery and installation dates *Create installation related documentation
System Installation Specification	<ul style="list-style-type: none"> *Plan and confirm system setup requirements with customer *Identify and minimize risks *Confirm customer acceptance criteria (verification testing)
Statement of Installation	<ul style="list-style-type: none"> *Verify completion of pre-installation tasks *Verify supported configuration * Customer sign off to start installation
Installation and Customization of Sun Hardware and Software	<ul style="list-style-type: none"> *Review packing list to ensure all components are present *Install all internal and external components (excluding storage arrays) *Set SCSI device addresses for all drives *Power-up and test all hardware components * Partition operating system disk(s) on defined defaults *Install and configure Solaris as an NFS file server * Install all applicable patches per EIS CD *Configure system hostname, IP address, NIS/NIS+ domain, and netmask as applicable *Add heterogeneous filesystems support for clients * Install and configure CDE or NFS mount (if remote) *Install up to three (3) unbundled SW products *Set up standard UNIX mail host and default routes *Configure as DNS client
Installation Verification	<ul style="list-style-type: none"> *Perform level-0 backup of system disk(s) *Perform acceptance testing *Mail explorer files to appropriate alias
System Turnover	<ul style="list-style-type: none"> *Installation review and customer sign off *Provide system reference documentation

Sun StorEdge Array Hardware Only Installation

. EIS-ARRAY-HW (Install of Sun StorEdge Array Hardware during local business hours. Base charge only, must be ordered in conjunction with Hardware only Tray Service below.

. EIS-ARRAYHWTRAY (Install of Sun StorEdge Array Tray Hardware during local business hours. Tray charge only, must be ordered in conjunction with base installation service above.

. Both of the above part #'s may be ordered for after-hours installation by adding the suffix "-AH" to the end of the part #.

Sun StorEdge Array Hardware Only Installation Phase	Activity & Deliverables
Site Audit (via telephone)	<ul style="list-style-type: none"> *Review environment and installation needs prior to development of system installation specification *Document environmental states
Installation Planning (via telephone)	<ul style="list-style-type: none"> *Plan and confirm schedule and resources with customer *Plan and confirm delivery and installation dates *Create installation related documentation
System Installation Specification	<ul style="list-style-type: none"> *Plan and confirm StorEdge Hardware setup requirements with customer * Identify and minimize risks *Confirm customer acceptance criteria (verification testing)
Statement of Installation	<ul style="list-style-type: none"> *Verify completion of pre-installation tasks *Verify supported configuration * Customer sign off to start installation
Installation and Customization of Sun Hardware	<ul style="list-style-type: none"> *Review packing list to ensure all components are present *Mount the array in rack, if applicable *Install the array and all components *Connect the array to server * Install the appropriate firmware and drivers * Install all required patches according to the EIS-CD * Power up the array
Installation Verification	<ul style="list-style-type: none"> *Ensure StorEdge array functionality

System Turnover	*Installation review and customer sign off *Provide system reference documentation
Note: -Sun StorEdge Array Hardware Only Installation charges apply to direct server connect or hub-connect environments. Additional charges and restrictions may apply for attachment in storage-area-network (SAN) switch environments. -Sun StorEdge Array Hardware Only Installation may be used for installation of the D240 Media Tray. This one-tray product should be charged the standard base charge plus one "per-tray" charge.	

Sun StorEdge Array Installation

. EIS-ARRAY (Install of Sun StorEdge Array during local business hours. Base charge only, must be ordered in conjunction with tray installation service below. Includes Software Install.

. EIS-ARRAY-TRAY (Install of Sun StorEdge Tray during local business hours. Tray charge only, must be ordered in conjunction with base installation above. Includes Software Install.

. Both of the above part #'s can be ordered for after-hours installation by adding the suffix "-AH" at the end of the part #.

. For rack-mounted pre-installed Solaris Sun Tone Platforms, use the following part #: EIS-IPG-ARR (business hours) and EIS-IPG-ARR-AH (after hours) (for base part#), EIS-IPG-ARR-TRA (business hours) and EIS-IPG-ARR-TRA-AH (after hours) (for per-tray part #).

Sun StorEdge Array Installation Phase	Activity & Deliverables
Site Audit (via telephone)	*Review environment and installation needs prior to development of system installation specification *Document environmental states
Installation Planning (On-site)	*Plan and confirm schedule and resources with customer *Plan and confirm delivery and installation dates *Create installation related documentation
System Installation Specification	*Plan and confirm StorEdge setup requirements with customer -RAID characteristics and recommendations *Identify and minimize risks *Confirm customer acceptance criteria (verification testing)
Statement of Installation	*Verify completion of pre-installation tasks *Verify supported configuration *Customer sign off to start installation
Installation and Customization of Sun Hardware and Software	*Review packing list to ensure all components are present *Mount array in rack if applicable * Install array and all components *Connect the array to server *Power up and verify functionality (prom level) *Install all required patches according to the EIS-CD *Install Sun StorEdge Array software and patches * Start GUI interface or run luxadm as appropriate *Configure arrays according to system installation specification -disk configuration and layouts -Volume configuration - configuration to appropriate RAID levels (0-5)
Installation Verification	*Ensure StorEdge array functionality
System Turnover	*Installation review and customer sign off *Provide system reference documentation
Note: -Sun StorEdge Array Installation charges apply to direct server connect or hub-connect environments. Additional charges and restrictions may apply for attachment in storage-area-network (SAN) switch environments. -The Sun StorEdge Array Installation includes hardware installation, as well as, software installation and configuration in direct server connect environments. This service is not incremental to the Sun StorEdge Array Hardware Only Installation Service.	

Sun StorEdge 9900 Installation

. EIS-9900 (Install of Sun StorEdge 9900 system during local business hrs. Base charge only, must be ordered in conjunction with disk group installation service below.

. EIS-9900-4DISK (Install of Sun StorEdge 9900 Disk Group during local business hrs. Disk Group charge only, must be ordered in conjunction with Sun StorEdge 9900 system installation service, above)

. EIS-9900-AH (Install of Sun StorEdge 9900 system, after-hours)

. EIS-9900-4DISK-AH (Install of Sun StorEdge 9900 Disk Group, after-hours)

Sun StorEdge 9900 InstallationPhase	Activity & Deliverables
Site Audit (Onsite)	*Review environment and installation needs prior to install *Document environmental2 states and needs
Installation Planning (On-site)	*Plan and confirm schedule and resources with customer *Plan and confirm delivery and installation dates *Create installation related documentation *Discuss complimentary Professional Services Offerings
System Installation Specification	*Plan and confirm system setup requirements with customer
Statement of Installation	*Verify completion of pre-installation tasks *Verify supported configuration *Customer sign off to start installation
Installation and Customization of Sun Hardware and Software	*Review packing list and quote tracking form for complete shipment *Install and test hardware *Label cables and ground platform *Install specified Sun software *Install all recommended patches per EIS CD *Configure server for storage attachment *Install HBAs *Connect to storage LUN's *Configure system according to installation specification *Configure LUNs and RAID levels *Configure port connections to server
Installation Verification	*Confirm system and software functionality *Run all required tests according to previously defined acceptance criteria *Post-installation review and customer acceptance
System Turnover	*Installation review and customer sign off *Provide system reference documentation
Note: -The Sun StorEdge Array Installation for the 99x0 charges apply to direct server connect or hub-connect environments. Additional charges and restrictions may apply for attachment in storage-area-network (SAN) switch environments. -These "billable" services apply to the SE 9910 and SE 9960 only. Sun StorEdge Installation service is included in the price of new Sun StorEdge 9970 and 9980 systems. -The Sun StorEdge 9900 is an integrated unit. Please ensure to sell the corresponding part EIS-9900-4DSK with respect to the number of disk groups configured in the 9900 system. -StorEdge 9900 Installation service is a required purchase for the StorEdge 9960 and 9910 product families. Warranty for these products is void if Sun StorEdge 9900 Installation service is not purchased. Sun StorEdge 9980 and 9970 new controller system purchases include the Sun StorEdge 9900 Installation service. Warranty of StorEdge 9900 series disk groups is treated as follows: If purchased at same time as 9900 controller unit, the warranty of disk groups matches that of the controller unit. If the disk groups are purchased any time after initial controller purchase, the warranty of the disk groups assumes the period and terms of the controller unit. Minimal warranty period and terms for disk groups are 1 year, 15-day parts-only return to Sun. SunSpectrum Silver is not recommended for this product due to its mission-critical nature. SunSpectrum Bronze is not offered for this product.	

Sun HPC Cluster Tools Software Installation

. EIS-HPC (Install of Sun HPC Software and required interconnects during local business hours.)

. EIS-HPC-AH (Install of Sun HPC Software and required interconnects after-hours.)

. EIS-HPC-NC (Install of Sun HPC Software and required interconnects, non-chargeable, during local business hours. This part applies to the SunFire 15K, SunFire 12K, SunFire 6800, and SunFire Link.)

. EIS-HPC-NC-AH (Install of Sun HPC Software and required interconnects, chargeable, after-hours. This part applies to the SunFire 15K, SunFire 12K, SunFire 6800 and Sun Fire Link.)

Sun HPC Cluster Tools Software Installation Phase	Activity & Deliverables
Site Audit (via telephone)	*Review environment and installation needs prior to install *Document environmental states and needs
Installation Planning (via telephone)	*Plan and confirm schedule and resources with customer *Plan and confirm delivery and installation dates *Create installation related documentation
System Installation Specification	*Plan and confirm system setup requirements with customer
Statement of Installation	*Verify completion of pre-installation tasks *Verify supported configuration *Customer sign off to start installation
Installation and Customization of Sun Hardware and Software	*Review packing list to ensure all components are present *Install and verify functionality of Sun provided cluster interconnects *Install Sun HPC ClusterTools software & related patches *Install all required licenses *Configure and start HPC ClusterTools software *Add additional nodes (limited to 8)
Installation Verification	*Confirm system and software functionality
System Turnover	*Installation review and customer sign off *Provide system reference documentation
Note: -Additional nodes may be installed at a T&M charge.	

Sun StorEdge 3900/6900 System Installation

. EIS-3900 (Install of Sun StorEdge 3910/3960 Storage System, during local business hours. Base charge only, must be ordered in conjunction with tray installation service EIS-3900-TRAY)

. EIS-3900-TRAY-LT (Install of of Sun StorEdge 3910/3960 Storage Tray into existing StorEdge 3910/3960 System, during local business hours. Base charge only, must be ordered in conjunction with Tray installation service EIS-3900-TRAY)

. EIS-3900-TRAY (Install of Sun StorEdge 3910/3960 Storage Tray during local business hours. Tray charge only, must be ordered in conjunction with Base Installation service EIS-3900 or EIS-3900-LT)

. EIS-6900 (Install of Sun StorEdge 6900 Storage System during local business hours. Base charge only, must be ordered in conjunction with tray installation service EIS-6900-TRAY)

. EIS-6900-LT (Install of additional Sun StorEdge Tray into existing StorEdge 6900 System during local business hours. Base charge only, must be ordered in conjunction with Tray installation service EIS-6900-TRAY)

. EIS-6900-TRAY (Install of Sun StorEdge 6900 Storage Tray during local business hours. Tray charge only, must be ordered in conjunction with Base installation service EIS-6900 or EIS-6900-LT)

. All of the above part numbers may be ordered for after-hours installation by adding the suffix "-AH" after the part #.

Sun StorEdge 3900/6900 System Installation Phase	Activity & Deliverables
Site Audit (On-site)	*Review environment and installation needs prior to install *Document environmental states including power and space requirements
Installation Planning (On-site)	*Plan and confirm schedule, resources and delivery dates *Discuss and document: -Existing storage and server configurations, number and type(s) of hosts to be connected, allowable server, OS, and connectivity configurations *Discuss StorEdge(SM) Remote Response Requirements (SSRR) *Discuss complimentary Professional Services offerings *Create installation related documentation
System Installation Specification	*Plan and confirm system setup requirements with customer, including patch requirements and private (management) LAN requirements. Confirm test plan. *Document permissible storage, switch and virtualization parameter changes
Statement of Installation	*Verify completion of pre-installation tasks and confirm

	configuration is supported *Customer sign off to start installation
Installation and Customization of Sun Hardware and Software	*Review packing list and quote tracking form for complete shipment *Confirm site host OS, storage, LAN match Install specifications *Install and verify functionality of hardware components, including rack, arrays, switches, virtualization engines (6900 only), service processor, Ethernet hub and GBIC's *Install SSRR modem kit if planned *Perform Fibre and Ethernet cabling according to wirelist *Service processor and SP LAN configuration *Configure subsystem component IP addresses, SP and SP Ethernet LAN and SSRR (if applicable) *Configure storage array to pre-planned RAID and storage parameters *Configure syslog, switch fabric, zoning, and port assignments as required *For 6900 ONLY (Virtualization Engine Configuration) -Configure virtualization engine, including fabric, zoning and port assignments as well as LUN carvings and masking within supported parameters *Setup application host(s), including verifying Solaris patches, HBA and driver levels *Assist customer with non-Solaris patches, HBA, driver analysis and RAID/LUN configurations for non-Solaris hosts
Installation Verification	*Verify storage/switch/virtualization connectivity to application host *Run all required tests according to previously defined test plan *Verify SP configuration and SP LAN communication. Activate SSRR
System Turnover	*Installation review and customer sign off *Provide system reference documentation
Note: -Sun StorEdge 3900/6900 System Installation charges apply to direct server connect or Fibre-hub connect environments. Additional charges and restrictions may apply for attachment in storage area network switch environments, depending on local and other specific Sun requirements. -Sun StorEdge Remote Response (SSRR) installation is included, if applicable. SSRR may require additional monthly service fees. -Sun reserves the right to limit the availability and pricing of StorEdge Remote Response at Sun's sole discretion. SSRR requires customer to install Sun equipment in conformance with Sun requirements documented in the service listing for SSRR. -The Sun StorEdge 3900 and 6900 are integrated units. Please be sure to sell the corresponding parts, EIS-3900-TRAY (for the 3900) or EIS-6900-TRAY (for the 6900) with respect to the number of trays configured in the systems.	

SunFire 12K Installation

- . EIS-SF12K-NC (install of F12K system, no charge, bundled with hardware)
- . EIS-SF12K-NC-AH (install of F12K system, chargeable, after-hours)
- . EIS-SYSBD-NC (install of F12K system boards, no charge, bundled with hardware)
- . EIS-SYSBD-NC-AH (install of F12K system boards, chargeable, after-hours)

Phase	Activity & Deliverables
Site Audit (On-site)	*Review environment and installation needs prior to the development of the System Installation Specification *Document environmental states
Installation Planning (On-site)	*Plan and confirm schedule and resources with customer *Plan and confirm delivery and installation dates *Create installation related documentation
System Installation Specification	*Plan and confirm system setup requirements with customer -up to 9 Domains configured at time of system install

	<ul style="list-style-type: none"> -Boot device configuration (up to 9 devices, 18 if mirrored – (excl. T3) -SC configuration *Identify and minimize risks *Confirm customer acceptance criteria (verification testing)
Statement of Installation	<ul style="list-style-type: none"> *Verify completion of pre-installation tasks *Verify supported configuration *Customer sign off to start installation
Installation and Customization of Sun Hardware and Software	<ul style="list-style-type: none"> *Review packing list to ensure all components are present *Install and test hardware *Label cable and ground platforms according to Best Practices or defined standards *Install and setup of Solaris and boot devices per Domain *Install Sun Product required software packages (i.e. SDS, VxVM,...) *Install all required patches according to the EIS-CD *Basic Configuration <ul style="list-style-type: none"> -NIS, DNS, NTP, Mail (Client only) -Basic Network Setup -Defaultrouter, IP -SMS-SVC User on SC
Installation Verification	<ul style="list-style-type: none"> *Perform level-0 backups *Run all required tests according to previously defined acceptance criteria *Post installation review and customer acceptance *Perform Explorer and submit to proactive.central
System Turnover	<ul style="list-style-type: none"> *Installation review and Customer sign off *Provide system reference documentation detailing the installation

SunFire 15K Installation

- . EIS-SF15K-NC (install of F15K system, no charge, bundled with hardware)
- . EIS-SF15K-NC-AH (install of F15K, chargeable, after hours)
- . EIS-SYSBD-NC (install of F15K system boards, no charge, bundled with hardware)
- . EIS-SYSBD-NC-AH (install of F15K system boards, chargeable, after hours)

Phase	Activity & Deliverables
Site Audit (On-site)	<ul style="list-style-type: none"> *Review environment and installation needs prior to the development of the System Installation Specification *Document environmental states
Installation Planning (On-site)	<ul style="list-style-type: none"> *Plan and confirm schedule and resources with customer *Plan and confirm delivery and installation dates *Create installation related documentation
System Installation Specification	<ul style="list-style-type: none"> *Plan and confirm system setup requirements with customer <ul style="list-style-type: none"> -up to 18 Domains configured at time of system install -Boot device configuration, up to 18 devices, 36 if mirrored – (excl. T3) -SC configuration *Identify and minimize risks *Confirm customer acceptance criteria (verification testing)
Statement of Installation	<ul style="list-style-type: none"> *Verify completion of pre-installation tasks *Verify supported configuration *Customer sign off to start installation
Installation and Customization of Sun Hardware and Software	<ul style="list-style-type: none"> *Review packing list to ensure all components are present *Install and test hardware *Label cable and ground platforms according to Best Practices or defined standards *Install and setup of Solaris and boot devices per Domain *Install Sun Product required software packages (i.e. SDS,

	VxVM,...) *Install all required patches according to the EIS-CD *Basic Configuration -NIS, DNS, NTP, Mail (Client only) -Basic Network Setup -Defaultrouter, IP, -SMS-SVC User on SC
Installation Verification	*Perform level-0 backups *Run all required tests according to previously defined acceptance criteria *Post installation review and customer acceptance *Perform Explorer and submit to proactive.central
System Turnover	*Installation review and Customer sign off *Provide system reference documentation detailing the installation

Enterprise 10000 Installation

- . EIS-E10K-NC (install of E10K system, no charge, bundled with hardware)
- . EIS-E10K-NC-AH (install of E10K system, chargeable, after-hours)
- . EIS-SYSBD-NC (install of E10K system boards, no charge, bundled with hardware)
- . EIS-SYSBD-NC-AH (install of E10K system boards, chargeable, after hours)

Phase	Activity & Deliverables
Site Audit (On-site)	*Review environment and installation needs prior to the development of the System Installation Specification *Document environmental states
Installation Planning (On-site)	*Plan and confirm schedule and resources with customer. *Plan and confirm delivery and installation dates *Create installation related documentation
System Installation Specification	*Plan and Confirm system setup requirements with customer: -up to 16 domains configured at time of system install -storage configuration (up to four disk trays) -SSP configuration (up to two SSP's) *Identify and minimize risks *Confirm customer acceptance criteria
Statement of Installation	*Verify completion of pre-installation tasks *Verify supported configuration *Customer sign off to start installation.
Installation and Customization of Sun Hardware and Software	*Review packing list to ensure all components are present *Install and test hardware *Label cable and ground platforms according to Best Practices or defined standards *Install and setup of Solaris per Domain *Install Sun Product required software packages (i.e. SDS, VxVM...) *Install all required patches according to the EIS-CD *Basic Configuration – NIS, DNS, NTP, Mail (Client only) *Basic Network Setup – Defaultrouter, IP, Add five users, groups and home directories per domain
Installation Verification	*Perform level-0 backups *Run all required tests according to previously defined acceptance criteria *Post installation review and customer acceptance *Perform Explorer and submit to proactive.central
System Turnover	*Installation review and Customer sign off *Provide system reference documentation detailing the installation

Sun StorEdge Remote Response Installation

- . EIS-SSRR (Install of Sun StorEdge Remote Response, during local business hours)
- . EIS-SSRR-AH (Install of Sun StorEdge Remote Response, after-hours)

Phase	Activity & Deliverables
Site Preparation	<ul style="list-style-type: none"> *Review environment prior to onsite visit *Discuss analog phone line requirements *Discuss private LAN requirements *Discuss SE3900 or SE6900 installation (separate Sun offerings) *Schedule onsite installation
Onsite Installation Planning	<ul style="list-style-type: none"> *Unpack Remote Response Station components *Review packing list *Verify analog phone line availability
Installation of Hardware	<ul style="list-style-type: none"> *Install hardware *Connect LAN and customer modem to service processor *Verify Ethernet links to storage, switch, and service processor *Power up components *Connect customer modem to customer phone line
Turn on Remote Response Service	<ul style="list-style-type: none"> *Contact remote Solution Center to initiate turn on *Assist Solution Center with turn on *Verify service initiation
System Turnover	<ul style="list-style-type: none"> *Have customer sign installation report

Sun StorEdge T3 Upgrade Installation

- . EIS-T3-UPG-BASE (Installation of Sun StorEdge T3 controller board upgrade during local business hours. Base charge only, must be ordered in conjunction with T3 tray upgrade below.)
- . EIS-T3-UPG-TRAY (Installation of Sun StorEdge T3 tray during local business hours. Tray charge only, must be ordered in conjunction with T3 base upgrade above.)
- . Both of the above part #'s may be ordered for after-hours installation by adding the suffix "-AH" at the end of the part number.

Sun StorEdge T3 Upgrade Installation Phase	Activity & Deliverables
Site Audit (Via telephone)	<ul style="list-style-type: none"> *Review environment and installation needs prior to install *Document environmental states and needs
Installation Planning (Via telephone)	<ul style="list-style-type: none"> *Plan and confirm schedule and resources with customer *Plan and confirm delivery and installation dates *Create installation related documentation
System Installation Specification	<ul style="list-style-type: none"> *Plan and confirm StorEdge setup requirements with customer (RAID characteristics and recommendations) *Identify and minimize risks *Confirm customer acceptance criteria (verification testing)
Statement of Installation	<ul style="list-style-type: none"> *Verify completion of pre-installation tasks *Verify supported configuration *Customer sign off to start installation
Installation and Customization of Sun Hardware and Software	<ul style="list-style-type: none"> *Review packing list to ensure all components are present *Mount array in rack if applicable *Install array and all components *Connect the array to server *Power up and verify functionality (prom level) *Install all required patches according to the EIS-CD *Install Sun StorEdge Array software and patches *Start GUI interface or run luxadm as appropriate *Configure arrays according to system installation specification <ul style="list-style-type: none"> -disk configuration and layouts -Volume configuration -configuration to appropriate RAID levels (0-5)
Installation Verification	<ul style="list-style-type: none"> *Ensure StorEdge array functionality
System Turnover	<ul style="list-style-type: none"> *Installation review and customer sign off *Provide system reference documentation

Availability Suite Software (SNDR + II) Installation

Sun StorEdge Availability Suite is the Suite of StorEdge Instant Image (II) and StorEdge Network Data Replicator (SNDR)

(AKA Business Continuance Bundle)

. *EIS-NAV2S (Install of Availability Suite Software (SNDR + II) during local business hours)*

. *EIS-NAV2S-AH (Install of Availability Suite Software (SNDR + II) after-hours)*

Install time allowed: Twelve (12) hours maximum based on Instant Image and Network Data Replicator (2 sites) bundle. After 12 hours, the cost will be based on time and materials at the standard hourly rate.

Installation Requirements

- *Solaris 7 or subsequent compatible version*
- *CD-ROM drive connected to host server where Instant Image and Network Data Replicator are to be installed*
- *Disk Space: Instant Image requires 1MB of disk space and Network Data Replicator requires 1.4 MB of disk space; supporting packages require 3MB.*
- *Any Sun-supported network interface card using the TCP/IP protocol (for Network Data Replicator)*

Instant Image and Network Data Replicator Installation

- *Install:*
 - *Data Services Core Software*
 - *Instant Image and any necessary patches*
 - *Network Data Replicator and any necessary patches on both primary and secondary servers*
- *Reboot the server(s)*
- *Create shadow and bitmap volumes (II)*
- *Enable copies for master volumes (II)*
- *Create replica and bitmap volumes (SNDR)*
- *Enable copy and synchronization for master volumes (SNDR)*
- *Verify installation:*
 - *Verify that the data has fully copied to the shadow volume (II)*
 - *Check to make sure data has copied to secondary site in its entirety and that synchronization is occurring*
- *Document the configuration for the customer*
- *Brief customer training on Instant Image and Network Data Replicator and the current configuration*

Note:

- . Installation pricing is based upon the typical number of hours that is required to complete the service. Any hours above the typical number of hours that is required to complete the service are subject to time & materials charges.

Sun Cluster Installation Service

Sun Cluster Installation service is incremental to both server and array installation services, and are a pre-requisite for a successful deployment of Sun Cluster technology.

Installation

Customer needs an installation package to install the Sun Cluster 3.x software on the first two nodes of a cluster. Installation on additional nodes is available at separate charge if the installation is purchased to be provided together with the base installation (same site, same time).

A node is that system or part of a system on which one single Sun Cluster software instance is installed. Mandatory prerequisites for the Sun Cluster software installation are the server and storage installations.

Volume Server: E220R, E250, E420R, E450, 280R, V120, V480, V880. Netra Server: Netra t1 200, Netra 20, Netra 1120/1 125, Netra 1400/1405 Base Installation:

. EIS-SC-VSNTR-BS: Installation of Sun Cluster 3.x software on the first two nodes (Volume and Netra servers) during local business hours.

. EIS-SC-VSNTR-BS-AH: Installation of Sun Cluster 3.x software on the first two nodes (Volume and Netra servers), outside local business hours.

Additional Node:

. EIS-SC-VSNTR-AN: Installation of Sun Cluster 3.x software on one additional node (Volume and Netra servers) during local business hours.

. EIS-SC-VSNTR-AN-AH: Installation of Sun Cluster 3.x software on one additional node (Volume and Netra servers), outside local business hours.

E3500/SF3800 Server: E3500, F3800 Base Installation:

. EIS-SC-3X00-BS: Installation of Sun Cluster 3.x software on the first two nodes (F3800/E3500 servers) during local business hours.

. EIS-SC-3X00-BS-AH: Installation of Sun Cluster 3.x software on the first two nodes (F3800/E3500 servers), outside local business hours.

Additional Node:

. EIS-SC-3X00-AN: Installation of Sun Cluster 3.x software on one additional node (F3800/E3500 servers) during local business hours.

. EIS-SC-3X00-AN-AH: Installation of Sun Cluster 3.x software on one additional node (F3800/E3500 servers), outside local business hours.

Enterprise/Data Center Server: E4500, E5500, E6500, E10k, F4800/4810, F6800, F12k, F15k Base Installation:

. EIS-SC-ENTDC-BS: Installation of Sun Cluster 3.x software on the first two nodes (Enterprise/Data Center servers) during local business hours.

. EIS-SC-ENTDC-BS-AH: Installation of Sun Cluster 3.x software on the first two nodes (Enterprise/Data Center servers), outside local business hours.

Additional Node:

. EIS-SC-ENTDC-AN: Installation of Sun Cluster 3.x software on one additional node (Enterprise/Data Center servers - E4500 and above) during local business hours.

. EIS-SC-ENTDC-AN-AH: Installation of Sun Cluster 3.x software on one additional node (Enterprise/Data Center servers - E4500 and above), outside local business hours.

Suntone Cluster Installation

. EIS-IPG-CLUST: Installation of Suntone Cluster Solution during local business hours.

. EIS-IPG-CLUST-AH: After Hours Installation of Suntone Cluster Solution, outside local business hours.

. EIS-IPG-MCCLUST: Installation of Suntone Mission Critical Cluster Solution during local business hours.

. EIS-IPG-MCCLUST-AH: After Hours Installation of Suntone Mission Critical Cluster Solution, outside local business hours.

Other configurations:

Installations for other configuration (for example additional node installation after the initial base installation or multiple installation of the same configuration at the same time) is available at local time and material rates.

The Sun Cluster 3.0 installation service includes:

<i>Sun Cluster 3.0 Installation Phase</i>	<i>Activity & Deliverables</i>
Site Audit (onsite)	*Review environment and installation needs prior to install *Document environmental states and needs
Installation Planning (Onsite)	*Plan and confirm schedule, resources, delivery and installation dates with customer *Create installation related documentation
Cluster Installation Specification	*Plan and confirm cluster setup requirements with customer, including installation plan *Basic installation includes two (2) nodes, NFS agent and VxVM or SDS *Define fail over testing scenarios
Statement of Installation	*Verify completion of pre-installation tasks *Verify supported configuration
Installation and Customization of Sun Hardware and Software for administration workstation and server nodes	*Solaris-ready install for each Sun Cluster server node *Sun Cluster Console Panel install (including SunPlex GUI) *Configuration files modification *Terminal server configuration *Sun Cluster installation on (2) two nodes, including: -Patch installation -Network Time Protocol (NTP) modification -System variables modification -Quorum configuration *NFS data service installation and configuration *DNS data service installation and configuration
Installation Verification	*Execute defined fail-over testing (to include NAFO testing, NFS failover and/or OPS failover) *Cluster configuration (stop node, panic node and resource group switch)
System Turnover	*Installation review and customer sign off *Provide system reference documentation

Upgrade Installation Service from COD 1.1 to 2.0 for SunFire 15K

. EIS-CODUPG2: Upgrade Installation services from COD 1.1 to 2.0 for SunFire 15K, during local business hours.

. EIS-CODUPG2-AH: After-hour upgrade installation services from COD 1.1 to 2.0 for SunFire 15K, outside local business hours.

Upgrade from COD1.1 to 2.0 on the Sun Fire 15K's will require a visit by a Sun Services Engineer for an estimated nine hours to the customer site.

Sun Remote Services (SRS) Net Connect

SRS Net connect is the latest addition to the sun Remote Services family of products. SRS Net Connect is a web-based, self monitoring, configuration/patch collection, and reporting tool. Unlike other remote monitoring services, SRS Net Connect uses internet-based technology, eliminating the need for additional hardware at the customer's site. Customers can download and install Net connect without Sun's assistance via Sun.com. SRS Net Connect is characterized by its small footprint as well as its ease of installation and customer interaction. SRS Net Connect is the perfect solution for customers who want to monitor and report on low-end, non-mission critical systems.

SRS Net Connect basic features include:

. Self-Monitoring: Alerts are sent to customers via email and or pager as well as a text pager. Customers can view system status, alarms and alerts through the SRS Net Connect web portal.

. Advanced Network Storage Alerts: The storage agent can monitor and provide alerts via email and pager for more than 150 performance variables as well as hardware failures.

. Configuration Collection and Reporting: SRS Net Connect can provide customers with system configuration information as well as patch tracking and reporting. Additionally, this reporting service maps HostID to the system's serial number.

. Web View Reporting: Reports and charts are easily accessible through the SRS Net Connect web portal.

Customers can find additional information as well as download Net Connect at:
<http://www.sun.com/service/support/srs/netconnect/>

Sun Remote Services

SunTM Remote Services (SRS) is a series of offerings designed to provide government customers with anytime, anywhere customer support. SRS supports ever-increasing customer demands for high availability and operational efficiency as well as real-time performance information.

SRS Event Monitoring and Management 2.1 (SRS EMM 2.1) is Sun's upgraded monitoring solution from the current 1.2 offering. SRS EMM 2.1 is the Sun-on-Sun monitoring and management solution of choice for large enterprise customers. This offering combines the depth of SunMC technology with the expertise of Sun personnel to optimize the health and availability of large data center environments. System variables customized to data center specifications are monitored 24x7 via a secure point-to-point connection. When errors are detected, Sun personnel work in partnership with your customers to identify and resolve any issues. EMM 2.1 provides a suite of tools to expedite problem resolution such as detailed configuration views and remote analysis of core files. Customers can view alert information and basic utilization information at any time through a web view access. Sun Remote Services is a series of offerings designed to provide Sun customers with anytime, anywhere customer support.

Eligibility Criteria

SRS EMM 2.1 is available to servers covered by a SunSpectrum GoldTM or PlatinumTM service contract. Storage devices that are attached to the monitored server and are covered by a SunSpectrum Gold or Platinum contract, also qualify for EMM 2.1 support.

Data centers with mixed contract coverage may be eligible for EMM 2.0 support. Please submit all requests through the SNAP process.

Order Information

Please contact your local SRS driver for assistance in coordinating SRS implementation efforts. Your local SRS driver will work with the government customer to obtain a purchase order for the monthly line charge. Submit the purchase order after the installation of the SRS station is complete.

Capacity on Demand

Sun's Capacity on Demand Program allows government customers to purchase and activate additional computing power as their IT needs grow. Capacity on Demand (COD) enables customers to plan for sudden increases in CPU or memory requirements. It also minimizes the possibility of application disruption or downtime due to unexpected demand.

Customers initially pay for COD hardware at a substantial discount. Customers only pay for the right to use (RTU) license when hardware resources are needed. Customers are under no obligation to purchase an RTU license until the hardware is called into service. There is no time limit for an RTU purchase.

Support Service's pricing strategy compliments the CS approach. Service will bill a percentage of a board's monthly maintenance charge at the time of installation. The remainder of the monthly charge will begin when the RTU license has been purchased. This allows service pricing to scale in the same manner as the hardware pricing and customer usage. The COD program is currently available for the E10000 and the E3500-E6500.

E10000 COD Systems

COD for the E10K is purchased at a system level. There are no service prerequisites for E10K COD. An E10K COD board includes: One (1) system board, four (4) 400MHz/8MB UltraSPARC modules, 2 GB memory, one (1) memory board, and one (1) dual Sbus I/O board. E10K COD system (E10000-C) comes with an RTU which enables use of eight (8) CPUs.

E10000 COD Guidelines:

- . An E10K COD system comes with an RTU which enables use of eight (8) CPUs.
- . COD for E10K is offered at the system board level only.
- . All COD E10K servers installed in the Americas must be under a platinum contract and have SRS 2.x installed on the system.
- . The customer is under no obligation to purchase an RTU license until the COD hardware has been activated.
- . An RTU license does not have to be purchased within a specified time frame.
- . Once a board has been activated it cannot be deactivated.

E3500-E6500 COD Systems

COD for E3500-E6500 is purchased in a series of blocks. A Sun Fire block includes two (2) CPU/Memory Boards, four (4) 400MHz/8MB Ultra SPARC modules and memory (either 4-1GB or 2-2GB). RTUs are for utilization of one (1) system board. Therefore, two (2) RTUs are required for full utilization of a COD block.

E3500-E6500 COD Guidelines

- . Two (2) RTUs are required for full utilization of a COD block.
- . The customer is under no obligation to purchase an RTU license until the COD hardware has been activated.
- . An RTU license does not have to be purchased within a specified time frame.
- . Once a board has been activated, it cannot be deactivated.

Sun RAS Profile Services

Service Information

Sun RAS Profile is available as an additional fee item to servers under Platinum or Gold contract and is targeted for Sun Fire E15K, Sun Fires and the Enterprise 3000-10000 servers.

Sun RAS (Reliability, Availability, and Serviceability) Profile Service is an ongoing pre-emptive annuity service which can be used to identify potential problem areas in mission critical servers. The Sun RAS Profile Service provides a comprehensive, management level report of RAS factors of Sun servers and the environment in which they operate in order to prepare your customer for a predictable production roll out and to help identify areas to improve and maintain platform excellence.

Key Deliverables

- . *Annual report of the RAS essentials of the Sun server(s), including related environmental and operational elements*
- . *Up to three periodic reports annually detailing RAS essentials of the Sun server configuration, exclusive of operational and environmental details*
- . *Assistance with planning follow-on remediation tasks and tracking of remediation activities*

The RAS Profile Service is focused at the Sun server level and does not include an in-depth assessment of the customer's IT operations or technical architecture. For more information regarding a comprehensive, management level evaluation of all factors including people and processes that affect the availability of a particular production environment, please refer to the SunReady Availability Assessment Service offered by Sun Professional Services.

Disclaimer: Service is available subject to SIS or PSM approval.

General Note(s):

- . *Price is based on number of system domains. The recommended minimum engagement is 2 domains.*
- . *RAS Profile is a monthly price added as a line on the SunSpectrum contract.*
- . *If the customer chooses to add RAS Profile to the contract during the contract period, the annuity charge will be prorated and the service deliverables will be prorated as well. The service end date for RAS Profile will automatically be tied to the contract dates. (EXAMPLE: Customer adds RAS Profile to their SunSpectrum contract with 9 months remaining on the contract, the price would be .75 x \$3,346 (less appropriate discount levels) and the service deliverables would be 1 RAS Profile and 2 periodic reports.)*
- . *RAS Profile Service is a non-standard offering, and may be resold only to those end-user customers who enter into a direct end-user support contract with Sun, with Sun providing all Services directly to the end-user customer. RAS Profile Service is not available for resale under any of Sun's "Manage" resale programs, i.e., those programs in which the channel partner enters into its own contracts with end-user customers and subcontracts its support obligations to Sun.*
- . *Also see "Sun Professional Services, Fixed Price Services, Platform Integration".*

Sun StorEdge Remote Response

Sun StorEdge Remote Response offers pre-emptive, preventive and proactive support that delivers remote support and monitoring optimized for storage. It is designed to lessen the customer time spent administering storage and to increase availability. StorEdge Remote Response helps identify and resolve issues before they result in unplanned downtime.

StorEdge Remote Response provides pre-emptive and preventive support for select storage configurations. Contact your local Sun Sun Services sales representative for details.

Sun engineers have the ability to support storage remotely and proactively through troubleshooting, diagnosis and downloads as required. Events and alarms are designed to be captured remotely by Sun storage engineers resulting in rapid response times and fast problem resolution.

As part of Sun's family of remote offerings, StorEdge Remote Response includes a problem resolution team that can work in tandem with Sun's server remote monitoring to provide an end-to-end system-wide support capability. Early detection of component or system anomalies allows faster response for the entire Sun environment.

StorEdge Remote Response is not included with Sun product warranty and it is not included with Sun Spectrum. However, for certain StorEdge product configurations under warranty including SE3900 and SE6900 products, Sun includes StorEdge Remote Response monthly service at no additional cost. Installation charges may apply. Certain other customer requirements apply. Refer to StorEdge Remote Response, StorEdge Remote Response Installation, StorEdge 3900 Installation and StorEdge 6900 Installation service listings for details.

Installation of StorEdge Remote Response is included with StorEdge 3900 Installation and with StorEdge 6900 Installation, if applicable. (Customer may be required to purchase additional modem kit depending on storage product purchased.) Installation can also be ordered as StorEdge Remote Response Installation.

There are two options for monthly service: Option 1 is set up to match certain products which have certain product warranties or are maintained under Gold Spectrum post-warranty contract. Option 2 is set up to match products which are upgraded to Platinum warranty upgrade or maintained under Platinum Spectrum post-warranty contract.

Sun StorEdge Remote Response is booked at a new level of service (LOS), defined in our booking/quoting tools as "SSRR." This new LOS features extended business hours, which are typically 8-8, Monday to Friday. If customers require 7X24X365 support, the part #'s can be booked with a 20% uplift, utilizing the "SSRR" LOS.

The following table summarizes this information:

	Option 1	Option 2
	Hours of Coverage	Hours of Coverage
System Monitoring	7X24X365	7X24X365
Remote troubleshooting	Mon.-Fri. local extended business hours	7X24X365
Onsite dispatch notification	Mon.-Fri. local extended business hours	7X24X365
Sun ES promotion	monthly charges waived for SE3900/6900 customers under warranty or Gold Spectrum contract	monthly charges waived for SE3900/6900 customers under Platinum warranty upgrade or Platinum Spectrum contract

For eligible products which do not qualify for the waived charges, the following prices and part numbers apply: RRSE3910, RR-SE3960, RR-SE6910, RR-SE6960, RR-SE-EXPRK, and RR-T3X2. For Option 2 pricing, add 20%.

Sun Time-to-Repair Service

Mission-critical support backed by a repair-time commitment

Sun's Time-to-Repair service brings mission-critical support to a new level by augmenting Sun's capabilities with specific repair-time commitments. Unlike support agreements that describe service in terms of on-site response times, this support service commits to repairing your hardware within a specified period of time-either four, six or eight hours.

With this repair-time commitment, you can improve operational planning to help minimize the impact of an outage and ensure that you're ready to restart the system as soon as the hardware failure is corrected. In addition, you can set the expectations of your end-user community regarding how long the outage will last and when the system will be back online. And to support the commitment, Sun shares in your risk by backing the repair time with a penalty if the commitment is not met.

Sun Time-to-Repair Service Datasheet

- Key Highlights
- Meeting Your Service Level Agreements
- Technical Support and On-site Service

- Sun's Time-to-Repair Commitment
- Mission Critical Support
- Qualifying Customers
- Backing Up Our Commitment
- What Products are Covered

Key Highlights:

- Four, six or eight-hour onsite hardware repair commitments
- Risk sharing through penalty payment
- Detailed quarterly reports, delivered by assigned Sun Service Account Manager
- 24/7 online, telephone and on-site coverage
- Live call transfer
- Mission-critical support

Meeting Your Service Level Agreements

Sun's Time-to-Repair service brings mission-critical support to a new level by augmenting Sun's capabilities with specific repair-time commitments. Unlike support agreements that describe service in terms of on-site response times, this support service commits to repairing your hardware within a specified period of time—either four, six or eight hours.

With this repair-time commitment, you can improve operational planning to help minimize the impact of an outage and ensure that you're ready to restart the system as soon as the hardware failure is corrected. In addition, you can set the expectations of your end-user community regarding how long the outage will last and when the system will be back online. And to support the commitment, Sun shares in your risk by backing the repair time with a penalty if the commitment is not met.

Technical Support and On-site Service

Sun support engineers are available around-the-clock to provide assistance whenever you need it. Your calls are transferred directly to our product experts for prompt resolution. As a Time-to-Repair service customer, your service requests follow a strict problem escalation process that brings highly targeted technical skills to bear. If on-site service is needed, Sun dispatches an engineer to your site. In addition, you have 24/7 access to Sun's Online Support Center, SunSolve Online[sm] and Web-based system self-monitoring tools.

Sun's Time-to-repair Commitment

At the heart of the Sun's Time-to-Repair service is a commitment to repair systems within a specified period of time. The repair time is driven by the proximity of your system to the closest Sun service center and regional spares location:

Repair Time Commitment**Distance****Commitment**

60-30 miles (100km-50km) from a service center
Eight (8) hours or less

Less than 30 miles (50km) from a service center
Six (6) hours or less

With site-resident spares and 24x7 engineering support
Four (4) hours or less

The Time-to-Repair service commitment is measured by the time between the start and the end of the service outage. An outage begins when you log a customer-defined Priority 1 System Down or Storage Down call in Sun's call-handling system. An outage ends when:

- For hardware failure: The system has run a successful Power On Self Test (POST), has found a boot device and started to boot.
- For storage failure: Storage device responds to I/O requests.

Please note that scheduled or planned downtime is excluded from the Time-to-Repair service, even if the scheduled downtime is to repair a hardware failure. Firmware, system and application software, network failures, and network attached storage are excluded as well.

Mission Critical Support

In addition to the repair commitment, you receive comprehensive mission-critical support services. The Time-to-Repair service includes: Technical support and on-site services, such as 24x7 online and telephone technical support; software

support, such as Solaris[tm] Operating Environment release updates and patches; and account management services, such as account planning and technical skills assessments.

Qualifying Customers

Qualifying customers need an assigned Sun Service Account Manager and an on-site Sun certified Solaris[tm] Operating Environment System Administrator. Your system must be installed following Sun's Enterprise Installation Standards, qualify for SunSpectrum Platinum[sm] support and be located within 100 kilometers of a Sun service center. Sun may also perform a system check prior to the engagement.

Backing Up Our Commitment

Sun backs up its commitment with a formalized penalty structure. Each quarter, the assigned Sun Service Account Manager reviews Time-to-Repair performance and delivers a detailed report. If Sun did not meet the committed repair time, you receive a credit for the equivalent of one month of service per referring system. Credits may be used to purchase any new Sun product or service.

What Products are Covered

All Sun server systems are eligible. The Time-to-Repair service for storage products is limited to boot disks that ship as part of a server configuration, and to Sun StorEdge[tm] D240 and Sun StorEdge S1 products that are designed to be installable, direct-attached SCSI boot devices for certain Sun servers. Time-to-Repair covers only hardware-related problems.

Appendix 7

ORACLE AMERICA, INC.

TERMS

ORACLE®

For these License Definitions and Rules, “you/your” shall have the same meaning as “ordering activity”. The term “ordering activity” refers to a third party that is eligible (as identified in Appendices A, B and C of GSA ADM 4800.2E and any subsequent revision) to place orders off this GSA Schedule contract. In addition, the term “ordering activity” includes state and local government entities authorized through Cooperative Purchasing (GSAM Subpart 538.70) to place orders off this GSA Schedule Contract.

License Definitions and Rules (v121510)

Definitions and License Metrics

Adapter: is defined as each software code interface, installed on each Oracle Internet Application Server Enterprise Edition, which facilitates communication of information between each version of a third party software application or system and Oracle programs.

\$M Annual Transaction Volume: is defined as one million U.S. dollars in all purchase orders transacted and all auctions conducted through the Oracle Exchange Marketplace by you and others during the applicable year of the Oracle Exchange Marketplace license, regardless of whether any such auction results in a purchase order, provided that an auction resulting in a purchase order shall only be counted against the Annual Transaction Volume once.

Applications National Language Support (NLS) Supplement Media Packs: Please be advised that only a subset of the products included on an Applications NLS Supplement Media Pack have been translated. For existing supported customers, My Oracle Support has information on which products have been translated for the supported languages (<https://support.oracle.com>). For new or unsupported customers, please contact your Oracle Account Manager for this information.

\$M in Application Annual Revenue: is defined as one million U.S. Dollars excluding taxes processed through the licensed program. For Oracle Self-Service E-Billing products, the Annual Revenue is equivalent to the total invoiced amount for all company accounts that have at least one enrolled user per billing period.

Application User: is defined as an individual authorized by you to use the applicable licensed application programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the programs at any given time. If you license the Oracle Self Service Work Request option in conjunction with Oracle Enterprise Asset Management, you are required to maintain licenses for the equivalent number of Application Users licensed and you are granted unlimited access to initiate work requests, view work request status and view scheduled completion dates for your entire employee population. Application Users licensed for Oracle Order Management are allowed to manually enter orders directly into the programs but any orders entered electronically from other sources must be licensed separately. For Oracle Sourcing, Oracle iSupplier Portal, Oracle Services Procurement, PeopleSoft eSupplier Connection, PeopleSoft Strategic Sourcing and JD Edwards Supplier Self Service programs, use by your external suppliers is included with your application user licenses.

Application Read-Only User: is defined as an individual authorized by you to run only queries or reports against the application program for which you have also acquired non read-only licenses, regardless of whether the individual is actively using the programs at any given time.

Brand: is defined as a named product offering that corresponds to a specific molecular entity, including multiple dosage forms and multiple strengths for the same molecular entity.

Case Report Form (CRF) Page: is defined as the "electronic equivalent" of what would be the total number of physical paper pages initiated remotely by the program (measured explicitly in the program as Received Data Collection Instruments) during a 12 month period. You may not exceed the licensed number of CRF Pages during any 12-month period unless you acquire additional CRF Page licenses from Oracle.

Collaboration Program User: is defined as an individual authorized by you to use the programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the programs at any given time. For the purposes of counting and licensing the number of Beehive Synchronous Collaboration users, a Collaboration Program User within your company is defined as a user able to initiate, or host, a web conference and also participate in a web conference; all participants in the web conference external to your company and attending a web conference are not required to be licensed.

Compensated Individual: is defined as an individual whose compensation or compensation calculations are generated by the programs. The term Compensated Individual includes, but is not limited to, your employees, contractors, retirees, and any other Person.

Computer: is defined as the computer on which the programs are installed. A Computer license allows you to use the licensed program on a single specified computer.

Concurrent User: is defined as each individual that may concurrently use or access the programs. Concurrent Users shall be only customers or prospective customers of yours, and shall not be business partners, or employees of yours.

Connector: is defined as each connector connecting the software product with an external product. A unique connector is required for each distinct product that the software product is required to interface.

\$M Cost of Goods Sold: is defined as one million U.S. dollars in the total cost of inventory that a company has sold during their fiscal year. If Cost of Goods Sold is unknown to you then Cost of Goods Sold shall be equal to 75% of total company revenue.

CPU: is defined as a chip that contains a collection of one or more cores on which the program is running. Regardless of the number of cores, each chip counts as 1 CPU. For the purposes of the following program: Oracle Utilities Customer Care and Billing Application Workbench, you may copy, install and use such program running on a CPU solely for development purposes.

Customer: is defined as the customer entity specified on your order. The programs may not be used or accessed for the business operations of any third party, including but not limited to your customers, partners, or your affiliates. There is no limitation on the number of computers on which such programs may be copied, installed and used.

Customer Account: is defined as each unique Customer Account, designated by a unique account number, for which the billing information is managed or displayed using the program, regardless of the number of individual account holders associated with such accounts.

Customer Record: is defined as each unique Customer Record (including contact records, prospect records and records in external data sources) that you may access using the program.

Developer User / Developer/ Developer Seat: is defined as an individual authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the programs at any given time. With respect to Developer Users only, such users may create, modify, view and interact with the programs and documentation.

Disk Drive: is defined as a spinning media device that stores data accessed by the Oracle Exadata Storage Server Software program.

Electronic Order Line: is defined as the total number of distinct order lines entered electronically into the Oracle Order Management application from any source (not manually entered by licensed Order Management Users, Professional Users 2003, or Professional Users 2003 - External) during a 12 month period. This includes order lines originating as external EDI/XML transactions and/or sourced from other Oracle and non-Oracle applications. You may not exceed the licensed number of order lines during any 12-month period.

Employee: is defined as all of your full-time, part-time, temporary employees and all of your agents, contractors and consultants. The quantity of the licenses required is determined by the number of Employees and not the actual number of users. In addition, if you elect to outsource any business function(s) to another company, all of the company's full-time, part-time, temporary employees and agents, contractors and consultants that are providing the outsourcing services for you must be counted for the purposes of determining the number of Employees.

Employee User: is defined as an individual authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether or not the individual is actively using the programs at any given time.

Expense Report: is defined as the total number of expense reports processed by Internet Expenses during a 12-month period. You may not exceed the licensed number of expense reports during any 12-month period.

Faculty User: is defined as an active teaching member of the faculty for an accredited academic institution; such user may only use the programs for academic and non-commercial use.

Field Technician: is defined as an engineer, technician, representative, or other person who is dispatched by you, including the dispatchers, to the field using the programs.

\$M Freight Under Management: is defined as one million U.S. Dollars of the total transportation value of tendered orders for all shipments for a given calendar year during the term of the license. FUM shall include the combined total of actual freight purchased by you, plus the cost of freight for shipments managed by you (e.g., you are not purchasing transportation services on behalf of your clients but are providing transportation management services for your clients). Freight that is paid by a third party shall also be included in the FUM total (e.g., inbound shipments from suppliers to you with freight terms of prepaid).

Full Time Equivalent (FTE) Student: is defined as any full-time student enrolled in your institution and any part-time student enrolled in your institution counts as 25% of an FTE Student. The definition of "full-time" and "part-time" is based on your policies for student classification. If the number of FTE Students is a fraction, that number will be rounded to the nearest whole number for purposes of license quantity requirements.

Guest Room: is defined as the number of guest rooms managed by the program.

Hosted Named User: is defined as an individual authorized by you to access the hosted service, regardless of whether the individual is actively accessing the hosted service at any given time.

1K Invoice Line: is defined as one thousand invoice line items processed by the program during a 12-month period. You may not exceed the licensed number of Invoice Lines during any 12-month period unless you acquire additional Invoice Line licenses from Oracle.

IVR Port: is defined as a single caller that can be processed via the Interactive Voice Response (IVR) system. You must purchase licenses for the number of IVR Ports that represent the maximum number of concurrent callers that can be processed by the IVR system.

\$M in Managed Assets: is defined as one million U.S. dollars of the following total: (1) Book value of investment in capital leases, direct financing leases and other finance leases, including residuals, whether owned or managed for others, active on the program, plus (2) Book value of assets on operating leases, whether owned or managed for others, active on the program, plus (3) Book value of loans, notes, conditional sales contracts and other receivables, owned or managed for others, active on the program, plus (4) Book value of non earning assets, owned or managed for others, which were previously leased and active on the program, including assets from term terminated leases and repossessed assets, plus (5) Original cost of assets underlying leases and loans, originated and active on the program, then sold within the previous 12 months.

Member Record: is defined as each unique customer loyalty program Member Record managed by the program. 100K Member Records shall mean one hundred thousand Member Records.

Module: is defined as each production database running the programs.

Monitored User: is defined as an individual who is monitored by an Analytics program which is installed on a single server or multiple servers, regardless of whether the individual is actively being monitored at any given time. Individual users who are licensed for an Analytics program by either Named User Plus or Application User may not be licensed by Monitored User. For the purposes of the Usage Accelerator Analytics program, every user of your licensed CRM Sales application program must be licensed. For the purposes of the Human Resources Compensation Analytics program, all of your employees must be licensed.

For the purpose of the following Oracle Governance, Risk, and Compliance applications: Application Access Controls Governor, Application Access Controls for E-Business Suite, Configuration Controls Governor, Configuration Controls for E-Business Suite, Transaction Controls Governor, Preventive Controls Governor, and Governance, Risk, and Compliance Controls Suite, the number of Monitored Users is equal to the total number of unique E-Business Suite users (individuals) being monitored by the program(s), as created/defined in the User Administration function of E-Business Suite. Users of iProcurement and/or Self-Service Human Resources are excluded.

For the purpose of the following PeopleSoft Enterprise Governance, Risk, and Compliance applications: Application Access Controls Governor, Application Access Controls for PeopleSoft Enterprise, Configuration Controls Governor, and Configuration Controls for PeopleSoft Enterprise, the number of Monitored Users is equal to the total number of unique PeopleSoft Enterprise (or any other custom applications / programs) users (individuals) that the program monitors.

MySQL Cluster Carrier Grade Edition Annual Subscription, MySQL Enterprise Edition Annual Subscription and MySQL Standard Edition Annual Subscription: are defined as the right to use the specified program(s) in accordance with the applicable license metric and to receive Oracle Software Update License & Support for the specified program(s) for the term specified on the order. The subscription term is effective upon the effective date of the subscription ordering document, unless otherwise stated in your ordering document. If your order was placed through the Oracle Store, then the effective date is the date your order was accepted by Oracle. Oracle Software Update License & Support services are provided under the applicable technical support policies in effect at the time the services are provided. At the end of the specified term, you may renew your subscription, if available, at the then current fees for the applicable subscription.

Named User Plus / Named User: is defined as an individual authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the programs at any given time. All of the remaining provisions of this definition apply only with respect to Named User Plus licenses, and not to Named User licenses. A non-human operated device will be counted as a named user plus in addition to all individuals authorized to use the programs, if such devices can access the programs. If multiplexing hardware or software (e.g., a TP monitor or a web server product) is used, this number must be measured at the multiplexing front end. Automated batching of data from computer to computer is permitted. You are responsible for ensuring that the named user plus per processor minimums are maintained for the programs contained in the user minimum table in the licensing rules section; the minimums table provides for the minimum number of named users plus required and all actual users must be licensed.

For the purposes of the following programs: Configuration Management Pack for Applications, System Monitoring Plug-in for Hosts, System Monitoring Plug-in for Non Oracle Databases, System Monitoring Plug-in for Non Oracle Middleware, Management Pack for Non-Oracle Middleware, Management Pack for WebCenter Suite, and Provisioning and Patch Automation Pack, only the users of the program that is being managed/monitored are counted for the purpose of determining the number of Named User Plus licenses required.

With respect to the following programs: Load Testing, Load Testing Developer Edition, Load Testing Accelerator for Web Services, Load Testing Accelerator for Siebel, Load Testing Accelerator for Oracle E-Business Suite and Load Testing Accelerator for Application Development Framework Applications, each emulated human user and non human operated device shall be considered as a virtual user and shall be counted for the purposes of determining the number of Named User Plus licenses required.

For the purposes of the following programs: Oracle GoldenGate, only (a) the users of the Oracle database from which you capture data and (b) the users of the Oracle database where you will apply the data must be counted for the purpose of determining the number of licenses required.

For the purposes of the following program: Oracle GoldenGate for Non Oracle Database only (a) the users of the Non Oracle database from which you capture data and (b) the users of the Non Oracle database where you will apply the data must be counted for the purpose of determining the number of licenses required.

For the purposes of the following program: Oracle GoldenGate for Mainframe, only (a) the users of the database from which you capture data and (b) the users of the database where you will apply the data must be counted for the purpose of determining the number of licenses required.

For the purposes of the following program: Oracle GoldenGate for Teradata Replication Services, only (a) the users of the database from which you capture data and (b) the users of the database where you will apply the data must be counted for the purpose of determining the number of licenses required.

Network Device: is defined as the hardware and/or software whose primary purpose is to route and control communications between computers or computer networks. Examples of network devices include but are not limited to, routers, firewalls and network load balancers.

Non Employee User - External: is defined as an individual, who is not your employee, contractor or outsourcer, authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether or not the individual is actively using the programs at any given time.

Oracle Financing Contract: is a contract between you and Oracle (or one of Oracle's affiliates) that provides for payments over time of some or all of the sums due under your order.

Order Line: is defined as the total number of order entry line items processed by the program during a 12-month period. Multiple order entry line items may be entered as part of an individual customer order or quote and may also be automatically generated by the Oracle Configurator. You may not exceed the licensed number of Order Lines during any 12-month period unless you acquire additional Order Line licenses from Oracle.

Order Management User: is defined as an individual authorized by you to use the applicable licensed application programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the programs at any given time. Order Management Users are allowed to manually enter orders directly into the programs but any orders entered electronically from other sources must be licensed separately.

Orders: is defined as the total number of distinct orders for all programs that are a part of Electronic Orders, entered electronically (not manually entered by licensed professional users) through EDI, XML or other electronic means including purchase orders transmitted from Oracle Purchasing, during a 12-month period. You may not exceed the licensed number of orders during any 12-month period.

Partner Organization: is defined as an external third party business entity that provides value-added services in developing, marketing and selling your products. Depending upon the type of industry, partner organizations play different roles and are recognized by different names such as reseller, distributor, agent, dealer or broker.

Person: is defined as your employee or contractor who is actively working on behalf of your organization or a former employee who has one or more benefit plans managed by the system or continues to be paid through the system. For Project Resource Management, a person is defined as an individual who is scheduled on a project. The total number of licenses needed is to be based on the peak number of part-time and full-time people whose records are recorded in the system.

Physical Server: is defined as each physical server on which the programs are installed.

Ported Number: is defined as the telephone number that end users retain as they change from one service provider to another. This telephone number originally resides on a telephone switch and is moved into the responsibility of another telephone switch.

Processor: shall be defined as all processors where the Oracle programs are installed and/or running. Programs licensed on a processor basis may be accessed by your internal users (including agents and contractors) and by your third party users. The number of required licenses shall be determined by multiplying the total number of cores of the processor by a core processor licensing factor specified on the Oracle Processor Core Factor Table which can be accessed at <http://oracle.com/contracts>. All cores on all multicore chips for each licensed program are to be aggregated before multiplying by the appropriate core processor licensing factor and all fractions of a number are to be rounded up to the next whole number. When licensing Oracle programs with Standard Edition One or Standard Edition in the product name, a processor is counted equivalent to an occupied socket; however, in the case of multi-chip modules, each chip in the multi-chip module is counted as one occupied socket.

For example, a multicore chip based server with an Oracle Processor Core Factor of 0.25 installed and/or running the program (other than Standard Edition One programs or Standard Edition programs) on 6 cores would require 2 processor licenses (6 multiplied by a core processor licensing factor of .25 equals 1.50, which is then rounded up to the next whole number, which is 2). As another example, a multicore server for a hardware platform not specified in the Oracle Processor Core Factor Table installed and/or running the program on 10 cores would require 10 processor licenses (10 multiplied by a core processor licensing factor of 1.0 for 'All other multicore chips' equals 10).

For the purposes of the following program: Healthcare Transaction Base, only the processors on which Internet Application Server Enterprise Edition and Healthcare Transaction Base programs are installed and/or running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following programs: iSupport, iStore and Configurator, only the processors on which Internet Application Server (Standard Edition and/or Enterprise Edition) and the licensed program (e.g., iSupport, iStore and/or Configurator) are running must be counted for the purpose of determining the number of licenses required for the licensed program; under these licenses you may also install and/or run the licensed program on the processors where a licensed Oracle Database (Standard Edition and/or Enterprise Edition) is installed and/or running.

For the purposes of the following programs: Configuration Management Pack for Applications, System Monitoring Plug-in for Hosts, System Monitoring Plug-in for Non-Oracle Databases, System Monitoring Plug-in for Non-Oracle Middleware, Management Pack for Non-Oracle Middleware, Management Pack for WebCenter Suite, Grid Engine, Provisioning and Patch Automation Pack Ops Center Virtualization Management Pack, and Oracle VM Management Pack only the processors on which the program that is being managed/monitored are running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following programs: Application Management Suite for Oracle E-Business Suite, Application Management Suite for PeopleSoft, Application Management Suite for Siebel and Application Management Suite for JD Edwards EnterpriseOne, all processors on which the middleware and/or database software that support the respective application program are running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following programs: Data Integrator Enterprise Edition, Data Integrator and Application Adapter for Data Integration, Informatica PowerCenter and PowerConnect Adapters, Application Adapters for Data Integration, and Application Adapter for Warehouse Builder for: PeopleSoft, Oracle E-Business Suite, Siebel, and SAP, only the processor(s) on which the target database is running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following program: Audit Vault Collection Agent, only the processors of the database sources from which audit data is collected must be counted for the purpose of determining the number of licenses required.

For the purposes of the following program: In-Memory Database Cache, only the processors on which the Times Ten In-Memory Database component of the In-Memory Database Cache program is installed and/or running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following programs: Oracle GoldenGate, and Oracle GoldenGate for Mainframe, only (a) the processors running the database from which you capture data and (b) the processors running the database where you will apply the data must be counted for the purpose of determining the number of licenses required.

For the purposes of the following program: Oracle GoldenGate for Teradata Replication Services, only (a) the processors running the database from which you capture data and (b) the processors running the database where you will apply the data must be counted for the purpose of determining the number of licenses required.

Program Documentation: is defined as the program user manual and program installation manuals.

\$M in Revenue: is defined as one million U.S. dollars in all income (interest income and non interest income) before adjustments for expenses and taxes generated by you during a fiscal year.

\$M Revenue Under Management: is defined as one million U.S. dollars in all income (interest income and non interest income) before adjustments for expenses and taxes generated by you during a fiscal year for the product lines for which the programs are used.

Record: The Customer Hub B2B is a bundle that includes two components, Siebel Universal Customer Master B2B and Oracle Customer Data Hub. For the purposes of the Customer Hub B2B application, record is defined as the total number of unique customer database records stored in the Customer Hub B2B application (i.e., stored in a component of Customer Hub B2B). A customer database record is a unique business entity or company record, which is stored as an account for the Siebel Universal Customer Master B2B product or as an organization for the Oracle Customer Data Hub product.

The Customer Hub B2C is a bundle that includes two components, Siebel Universal Customer Master B2C and Oracle Customer Data Hub. For the purposes of the Customer Hub B2C application, record is defined as the total number of unique customer database records stored in the Customer Hub B2C application (i.e., stored in a component of Customer Hub B2C). A customer database record is a unique consumer (i.e., physical person) record, which is stored as a contact for the Siebel Universal Customer Master product or as a person for the Oracle Customer Data Hub product.

The Product Hub is a bundle that includes two components, Siebel Universal Product Master and Oracle Product Information Management Data Hub. For the purposes of the Product Hub application, record is defined as the total number of unique product database records stored in the Product Hub application (i.e., stored in a component of Product Hub). A product database record is a unique product component or SKU stored in the MTL_SYSTEM_ITEMS table with an active or inactive status and does not include any instance items (i.e. *-star items) or organization assignments of the same item.

For the purposes of the Case Hub program a record is defined as the total number of unique case database records stored in the Case Hub program. A case database record is a unique request or issue requiring investigation or service stored in S_CASE table with an active or inactive status.

For the purposes of the Site Hub program a record is defined as the total number of unique site database records stored in the RRS_SITES_B table of the Site Hub program. A site database record is a unique site (e.g., an asset, a building, part of a building (such as a store or a franchise within a store, an ATM, etc.)) stored in the Site Hub program.

For the programs listed above, please see the application licensing prerequisites as specified in the Applications Licensing Table which may be accessed at <http://oracle.com/contracts> for the grant and restrictions of the underlying Oracle technology.

For the purposes of the Hyperion Data Relationship Management program, a record is defined as the unique occurrence of any business object or master data construct that you choose to manage within the program. Records may describe any number of enterprise information assets, commonly referred to as base members, including but not limited to cost centers, ledger accounts, legal entities, organizations, products, vendors, assets, locations, regions or employees. Additionally, a record may also be a summary object, commonly referred to as a rollup member, that either summarizes base members or describes hierarchical information associated with underlying base members. Records represent unique occurrences and they do not include any duplicates or shared references that may be essential for master data management purposes.

For the purposes of the Supplier Lifecycle Management and Supplier Hub programs, a record is defined as a unique business entity or company record stored as Supplier in the AP_SUPPLIERS table of the Supplier Lifecycle Management and Supplier Hub programs.

For the purposes of the Oracle Healthcare Master Person Index program, a record is defined as the total number of unique person or party database records stored in such program. A person or a party database record is a unique person (i.e., physical person) record which is stored in the Oracle Healthcare Master Person Index program.

For the purposes of the Life Sciences Customer Hub program, a record is defined as the number of unique customer database records stored in such program. A customer database record is a unique physician (i.e., physical person) record which is stored as a contact for the Oracle Life Sciences Customer Hub program.

1000 Records: is defined as 1000 cleansed records (i.e., rows) that are output from a production data flow of the Data Quality for Data Integrator program.

Registered User: is defined as an individual authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the programs at any given time. Registered Users shall be business partners and/or customers and shall not be your employees.

Retail Register: is defined as any device designed to record any part of a sales transaction.

RosettaNet Partner Interface Processes® (PIPs®): are defined as business processes between trading partners. Preconfigured system-to-system XML-based dialogs for the relevant E-Business Suite Application(s) are provided. Each preconfigured PIP includes a business document with the vocabulary and a business process with the choreography of the message dialog.

Rule Set: is defined as a data rules file containing content for a given country in order to perform data quality functions optimized for that country.

Server: is defined as the computer on which the programs are installed. A Server license allows you to use the licensed program on a single specified computer.

Service Order Line: is defined as the total number of service order entry line items processed by the program during a 12-month period. Multiple service order entry line items may be entered as part of an individual customer service order or quote. You may not exceed the licensed number of Service Order Lines during any 12-month period unless you acquire additional Service Order Line licenses from Oracle.

Socket: is defined as a slot that houses a chip (or a multi-chip module), which contains a collection of one or more cores. Regardless of the number of cores, each chip (or multi-chip module) counts as a single socket. All occupied sockets on which the Oracle program is installed and/or running must be licensed.

Oracle Solaris Premier Subscription for Non-Oracle Hardware per socket: is defined as the right to use the Oracle Solaris programs (as defined below) on hardware not manufactured by or for Sun/Oracle, and to receive Oracle Premier Support for Operating Systems services (limited to the Oracle Solaris programs), for the term specified in the ordering document. "Oracle Solaris programs" refers to the Oracle Solaris operating system and the separately licensed third party technology (as defined below). The Oracle Solaris programs may contain third party technology. Oracle may provide certain notices to you in program documentation, "readme" files or the installation details in connection with such third party technology. Third party technology will be licensed to you either under the terms of the agreement, or if specified in the program documentation, "readme" files, or the installation details, under separate license terms ("separate terms") and not under the terms of the agreement ("separately licensed third party technology"). Your rights to use such separately licensed third party technology under the separate terms are not restricted in any way by the agreement. This subscription is available only for a server that is certified by Oracle and listed on the Hardware Compatibility List (HCL) at <http://www.sun.com/bigadmin/hcl>. You must obtain a subscription license for each socket in the server. The subscription term is effective upon the effective date of the subscription ordering document, unless otherwise stated in your ordering document. If your order was placed through the Oracle Store, then the effective date is the date your order was accepted by Oracle. Oracle Premier Support for Operating System services are provided under the applicable technical support policies in effect at the time the services are provided. At the end of the specified term, you may renew your subscription, if available, at the then current fees for this subscription. If your order specifies "1 – 4 socket server" then you may only use the subscription on a server with not more than 4 sockets. If your order specifies "5+ socket server" then you may use the subscription for servers with any number of sockets.

Subscriber: is defined as (a) a working telephone number for all wireline devices; (b) a portable handset or paging device that has been activated by you for wireless communications and paging; (c) a residential drop or a nonresidential device serviced by a cable provider; or (d) a live connected utility meter. The total number of Subscribers is equal to the aggregate of all types of Subscribers. If your business is not defined in the primary definition of Subscriber above, Subscriber is defined as each U.S. \$1,000 increment of your gross annual revenue as reported to the SEC in your annual report or the equivalent accounting or reporting document.

Suite: is defined as all the functional software components described in the product documentation.

Sun Ray Device: is defined as the Sun Ray computer on which the program is running.

Tape Drive: is defined as mechanical devices used to sequentially write, read and restore data from magnetic tape media. Typically used, but not limited to, data protection and archival purposes, tape drives are deployed either as a standalone unit(s) or housed within a robotic tape library. Examples of tape drive include but are not limited to, Linear Tape Open (LTO), Digital Linear Tape (DLT), Advanced Intelligent Type (AIT), Quarter-Inch Cartridge (QIC), Digital Audio Tape (DAT), and 8mm Helical Scan. For cloud based backups, Oracle counts each parallel stream or Recovery Manager (RMAN) channel as equivalent to a tape drive.

Technical Reference Manuals

Technical Reference Manuals ("TRMs") are Oracle's confidential information. You shall use the TRMs solely for your internal data processing operations for purposes of: (a) implementing applications programs, (b) interfacing other software and hardware systems to the applications programs and (c) building extensions to applications programs. You shall not disclose, use or permit the disclosure or use by others of the TRMs for any other purpose. You shall not use the TRMs to create software that performs the same or similar functions as any of Oracle products. You agree: (a) to exercise either at least the same degree of care to safeguard the confidentiality of the TRMs as you exercise to safeguard the confidentiality of your own most important confidential information or a reasonable degree of care, whichever is greater; (b) to maintain agreements with your employees and agents that protect the confidentiality and proprietary rights of the confidential information of third parties such as Oracle and instruct your employees and agents of these requirements for the TRMs; (c) restrict disclosure of the TRMs to those of your employees and agents who have a "need to know"

consistent with the purposes for which such TRMs were disclosed; (d) maintain the TRMs at all times on your premises; and (e) not to remove or destroy any proprietary or confidential legends or markings placed upon the TRMs. Oracle shall retain all title, copyright and other proprietary rights in the TRMs. TRMs are provided to you "as-is" without any warranty of any kind. Upon termination, you shall cease using, and shall return or destroy, all copies of the applicable TRMs.

Telephone Number: is defined as each unique telephone number for which the billing information is managed or displayed using the program, regardless of the number of individual account holders associated with such telephone numbers.

Terabyte: is defined as a terabyte of computer storage space used by a storage filer equal to one trillion bytes.

\$B in Total Assets: is defined as one billion US dollars of your latest published or internally available "Total Asset Value" defined per GAAP policies as disclosed in your annual report and/or regulatory filings.

Trainee: is defined as an employee, contractor, student or other person who is being recorded by the program.

Transaction: is defined as each set of interactions that is initiated by an application user recorded by Oracle Enterprise Manager to capture availability and performance metrics used in calculating service levels. For example, the following set of interactions would represent one transaction: login, search customer, log out.

1K Transactions: is defined as one thousand unique transactions processed through the program during a 12-month period. You may not exceed the licensed number of transactions during a 12-month period unless you acquire additional transaction licenses from Oracle. For Oracle Contact Center Anywhere, a unique transaction is defined as one of the following: inbound phone call, outbound phone call (direct dialed, preview dialed, predictive dialed, web call back), workgroup fax, workgroup email/voice mail, and chat session (inbound sessions / web collaboration with agents). For JD Edwards World Purchase Card Management, a unique transaction is defined as a single charge processed by the program.

UPK Developer: is defined as an individual authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the programs at any given time. UPK Developers may create, modify, view and interact with simulations and documentation.

UPK Employee: is defined as an active employee of yours. (Note: The value of these applications is determined by the size of the active employee population and not the number of actual users. Therefore, all of your active employees must be included in your order when licensing these applications). UPK Employees may view and interact with simulations and documentation but may not create or modify simulations or documentation.

UPK Module: is defined as the functional software component described in the product documentation

UPK User: is defined as an individual authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the programs at any given time. UPK Users may view and interact with simulations and documentation but may not create or modify simulations or documentation.

Wireless handset: is defined as a mobile communications device such as a mobile telephone, PDA, or paging device, that has as primary functions wireless voice communications and data services provided through a service provider.

Workstation: is defined as the client computer from which the programs are being accessed, regardless of where the program is installed.

Term Designation

If your program license does not specify a term, the program license is perpetual and shall continue unless terminated as otherwise provided in the agreement.

1, 2, 3, 4, 5 Year Terms: A program license specifying a 1, 2, 3, 4 or 5 Year Term shall commence on the effective date of the order and shall continue for the specified period. At the end of the specified period the program license shall terminate.

1 Year Hosting Term: A program license specifying a 1 Year Hosting Term shall commence on the effective date of the order and shall continue for a period of 1 year. At the end of the 1-year the program license shall terminate. A program license specifying a 1 Year Hosting Term may only be used for providing internet hosting services.

1 Year Oracle Hosted Term: A program license specifying a 1 Year Oracle Hosted Term shall commence on the effective date of the order and shall continue for a period of 1 year. At the end of the 1-year the program license shall terminate. A program license specifying a 1 Year Oracle Hosted Term must be hosted by Oracle.com via Computer and Administration services.

1 Year Subscription: A program license specifying a 1 Year Subscription shall commence on the effective date of the order and shall continue for a period of 1 year. At the end of the 1-year the program license shall terminate.

Licensing Rules for MySQL Programs

- The MySQL programs may contain third party technology. Oracle may provide certain notices to you in program documentation, “readme” files or the installation details in connection with such third party technology. Third party technology will be licensed to you either under the terms of the agreement, or if specified in the program documentation, “readme” files, or the installation details, under separate license terms (“separate terms”) and not under the terms of the agreement (“separately licensed third party technology”). Your rights to use such separately licensed third party technology under the separate terms are not restricted in any way by the agreement.

ORACLE®

SUPPLEMENTAL TERMS AND CONDITIONS

ORACLE AMERICA, INC. ("ORACLE") IS A FIRST TIER SUBCONTRACTOR UNDER THIS CONTRACT. THESE SUPPLEMENTAL TERMS AND CONDITIONS APPLY TO ALL ORACLE PROGRAMS AND ALL ORACLE SERVICES DELIVERED BY ORACLE THAT AN ORDERING ACTIVITY ORDERS FROM THE CONTRACTOR UNDER THE CONTRACT. IF THERE IS ANY INCONSISTENCY BETWEEN THESE SUPPLEMENTAL TERMS AND CONDITIONS AND THE CONTRACT, THE SUPPLEMENTAL TERMS AND CONDITIONS APPLY.

SECTION I INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS

1. PAYMENT INFORMATION:

Ordering activities agree that they have not relied on the future availability of any Oracle programs or releases in entering into an order; however, (a) if the ordering activity orders Software Update License & Support ("SULS") for Oracle programs, the preceding sentence does not relieve Oracle of its obligation to provide updates under the ordering activity's order, if-and-when available, in accordance with Oracle's then current technical support policies, and (b) the preceding sentence does not change the rights granted to the ordering activity for any Oracle program licensed under the ordering activity's order, per the terms of the ordering activity's order and the contract.

2. SECTION 508 COMPLIANCE.

If applicable, Section 508 compliance information on Oracle programs is available for informational purposes only at the following: <http://www.oracle.com/accessibility/>

Any requirements regarding Section 508 compliance for services to be delivered by Oracle must be expressly agreed to by Contractor and the ordering activity in the order.

For informational purposes only, the EIT standard can be found at: www.Section508.gov/.

3. SEGMENTATION

The services provided through an order under this contract may be related to licenses to use Oracle programs that were acquired under a separate agreement and/or order. That agreement and/or order shall govern use of such Oracle programs. Any services acquired through an order under this contract are offered separately from such program licenses. Ordering activities may acquire either Oracle services or Oracle program licenses without acquiring the other.

4. AUDIT

Unless otherwise agreed in an order, upon Contractor's written request, no more frequently than annually, ordering activities shall perform an internal audit to verify their licensed use of Oracle programs. Ordering activities will furnish Contractor with a signed certification by an authorized representative of the ordering activity that Oracle programs are being used pursuant to the provisions of the order, including an accounting of licensed quantities. If such verification is not provided within 30 days of Contractor's written request, or if Contractor provides a reasonable basis for asserting that the ordering activity's actual use does not comply with its license for Oracle programs, ordering activities agree to cooperate with Contractor to audit the use of the Oracle programs provided under any order and to provide reasonable assistance and access to information to ascertain the ordering activity's actual use. Ordering activities will be responsible for either paying any underpaid fees related to use of Oracle programs or for discontinuing noncompliant use. Contractor may assign its right to audit to Oracle.

5. OTHER

a) Export. Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Oracle programs. The ordering activity agrees that such export control laws govern use of the Oracle programs (including technical data) and any Oracle services deliverables provided pursuant to an order under this contract, and to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations); additional information can be found on Oracle's Global Trade Compliance web site located at <http://oracle.com/contracts>. The ordering activity agrees that no data, information, Oracle program and/or materials resulting from Oracle services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

- b) No Assignment of Orders, Licenses Or Services. The ordering activity may not assign orders or give or transfer the Oracle programs and/or any services ordered or an interest in them to another individual or entity. If an ordering activity grants a security interest in the Oracle programs and/or any Oracle services deliverables, the secured party has no right to use or transfer the Oracle programs and/or any Oracle services deliverables, and if an ordering activity decides to lease or finance the acquisition of the Oracle programs and/or any Oracle services, it will follow Oracle's policies regarding financing and leasing which are at <http://oracle.com/contracts>.
- c) Source Code. Oracle may deliver source code as part of its standard delivery for particular Oracle programs; all source code delivered by Oracle is subject to the terms of the contract, order and documentation.
- d) Uniform Computer Information Transaction Act. The Uniform Computer Information Transaction Act is not applicable to any order for Oracle programs under the contract.
- e) Independent Contractor. The contractor is not Oracle's agent. Oracle is not liable for (a) any professional services provided to the ordering activity by the contractor or any third party firm retained by the contractor nor (b) any acts of the contractor or third party firm retained by the contractor.

SECTION II
TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32), PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE

1. TECHNICAL SUPPORT

Maintenance consists of annual technical support services an ordering activity may have ordered for the Oracle programs. If ordered, annual technical support (including first year and all subsequent years) is provided by Oracle under Oracle's technical support policies in effect at the time the services are provided. Oracle's technical support policies, incorporated in this contract, are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided for supported Oracle programs during the period for which technical support has been ordered. Ordering activities should review Oracle's technical support policies prior to placing orders for the applicable services. Ordering activities may access the current version of Oracle's technical support policies at <http://oracle.com/contracts>. Technical support is effective upon the effective date of the order unless otherwise stated in the ordering activity's order. Software Update License & Support (or any successor technical support offering to Software Update License & Support, "SULS") acquired with an ordering activity's order may be renewed annually. The order will specify the ordering activity's technical support fee for the first renewal year should the ordering activity renew SULS for the same number of licenses for the same Oracle programs as contained on the original order; the ordering activity's technical support fee for the second renewal year will not increase by more than 4% over the prior year's fees. If the ordering activity elects not to purchase technical support at the time that the program licenses are ordered, then the ordering activity will be required to pay reinstatement fees in accordance with Oracle's technical support policy if the ordering activity decides to purchase technical support at a later date.

Invoices for technical support services shall be submitted by Contractor on a quarterly basis (unless otherwise specified in the order) after the completion of such period. Technical support services charges for SULS (or any successor technical support offering to SULS) are classified under SIN 132-34 as Software Maintenance as a Service and must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

2. LICENSE GRANT AND UTILIZATION LIMITATIONS - (132-32, 132-33, AND 132-34)

a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101. "Programs" includes all programs, software, databases, updates, documentation, media, and technical data licensed, developed and/or delivered to an ordering activity hereunder, all of which shall be deemed to be "commercial items" and "commercial computer software" pursuant to the FAR. Oracle may deliver third party materials specified in the documentation that may only be used for the purposes of installing or operating the Oracle programs with which the third party materials are delivered.

b. When acquired by the ordering activity, Oracle programs shall be subject to the following:

- (1) Title to and ownership of programs shall not pass to the ordering activity or to a third party; title to and ownership of the programs shall remain with Oracle, unless otherwise specified.
- (2) Oracle programs are licensed by ordering activity. The Oracle programs may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has been licensed to use the Oracle programs, even if the subdivision did not participate in the acquisition of the Oracle programs, provided the terms of the applicable license conditions (including the requisite quantity or metric limitations) are satisfied. Definitions for the licensing metrics and term designation, as well as the licensing rules, are listed in Appendix 7 of this Pricelist.

- (3) Except as is provided in paragraph b (2) above, the ordering activity shall not provide or otherwise make available the Oracle programs, or any portion thereof, in any form, to any third party without the prior written approval of Oracle. Third parties do not include prime contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed Oracle programs and documentation at the facility, and who have agreed to use the licensed Oracle programs and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use Oracle programs, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.
- (4) The ordering activity shall have the limited right to use the Oracle programs ordered by it solely for its internal business operations and subject to the terms of this contract and the order, including the definitions and rules set forth in the order and the documentation. An ordering activity may allow its agents and contractors to use the programs for this purpose, subject to the terms of this contract and any order. For Oracle programs that are specifically designed to allow the ordering activity's customers and suppliers to interact with the ordering activity in the furtherance of the ordering activity's internal business operations, such use is permitted under the contract and relevant order. Provided the terms of the applicable Oracle program license conditions (including the requisite quantity or metric limitations) are satisfied, for purposes of disaster recovery, an ordering activity has the right to transfer the Oracle programs acquired hereunder to another site if the ordering activity site for which the Oracle programs are acquired is deemed to be unsafe for ordering activity personnel; to copy the Oracle programs to a backup computer for use when the primary computer is inoperative; and, to copy the Oracle programs for safekeeping (archives) or backup purposes.
- (5) Program documentation (in the form generally available) is either shipped with the Oracle programs, or an ordering activity may access the documentation online at <http://docs.oracle.com> (provided for informational purposes only).
- (6) **Oracle retains all ownership and intellectual property rights to the Oracle programs and anything developed by Oracle and delivered to an ordering activity under this contract resulting from technical support services provided hereunder. An ordering activity may make a sufficient number of copies of each Oracle program for its licensed use and one copy of each program media.**
- (7) Oracle may deliver third party technology that may be appropriate or necessary for use with some Oracle programs as specified in the documentation and that such third party technology is licensed to the ordering activity under the terms of the third party technology license agreement specified in the documentation and not under the terms of the contract and relevant order.
- (8) Ordering activities may not:
 - remove or modify any of the Oracle program markings or any notice of Oracle's proprietary rights;
 - make the Oracle programs, or materials resulting from services provided, available in any manner to any third party for use in the third party's business operations under a rental, timeshare, subscription service, hosting or outsourcing arrangement (unless such access is expressly permitted for the specific Oracle program license or materials from the Oracle services acquired);
 - cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of the Oracle programs; or
 - disclose results of any program benchmark tests without Oracle's prior written consent.

3. SOFTWARE CONVERSIONS - (132-32 AND 132-33)

Provided an ordering activity has continuously maintained technical support services for the relevant license set, in the event an ordering activity desires to change the operating system or the computer system on which the Oracle program(s) is running and requires the shipment of new binary software, the ordering activity may acquire the additional set(s) of media packs for the Oracle program(s) for the new operating system or computer system.

4. MIGRATIONS

A license migration is a means of contractually modifying an ordering activity's previously purchase Oracle program licenses. Any additional terms necessary to effectuate a migration will be contained on the relevant order.

5. TERMINATED LICENSES

Upon termination of a program license, the ordering activity is required to discontinue use and destroy or return to the contractor the all copies of the programs and program documentation associated with the terminated license.

6. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

A complete description of each Oracle program and a list of equipment on which the Oracle programs can be used, as well as a brief, introductory explanation of the Oracle programs and documentation that are offered are available at www.oracle.com/products/ and in Oracle's Software Investment Guide at www.oracle.com/corporate/pricing/, both of which are referenced for informational purposes only. A complete listing of the Oracle programs and any purchase minimums available

under this contract is provided in Appendix 7 of this Pricelist.

7. TRIAL PROGRAMS

Oracle may include additional Oracle programs with an order that an ordering activity may use for trial, non- production purposes only ("trial programs"). Ordering activities may not use the trial programs to provide or attend third party training on the content and/or functionality of the programs. Ordering activities have 30 days from the delivery date to evaluate these trial programs. If an ordering activity decides to use any of these trial programs after the 30-day trial period, it must obtain a license for each Oracle program from Contractor. If an ordering activity decides not to obtain a license for any trial program after the 30-day trial period, it must cease using and delete any such Oracle programs from its computer systems. Trial programs licensed as described herein are provided "as is". Oracle does not provide technical support for trial programs nor does Contractor offer any warranties for trial programs.



ORACLE PREMIER SUPPORT OFFERINGS

Premier Support for Systems

- Covers system hardware, OS and virtualization software.
- One level of Service
 - 7/24 with 2 hour onsite response
 - Available within 25 miles of designated metro center
 - Cost is calculated at 12% of customer's net system price

Premier Support for OS

- Covers Oracle; Solaris, Enterprise, Linux and Oracle VM (OVM) running on Sun hardware
 - Cost is calculated at 8% of customer's net system price

Premier Support for Software (Non OS)

- Cost is calculated at 22% of customer's net software license value

Oracle Customer Data and Device Retention

- Cost is calculated at 2% of customer's net hardware price

For more information on these Premier Support offerings, please go to
<http://www.oracle.com/us/support/systems/index.html>